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The Solicitors' Journal and Reporter.

LONDON, JUNE 15, 1889.

CURRENT TOPICS.

HAVING REGARD to the small number of appeals from the Chancery Division to be found in the list for the Trinity Sittings, it appears probable that both divisions of the Court of Appeal will before long undertake the hearing of Queen's Bench appeals. It is understood that several of the Chancery appeals in the list are in fact standing over for security for costs, so that the eventuality here anticipated may arrive even sooner than expected.

A NOTICE issued by the Paymaster of the Supreme Court respecting the conversion of Consolidated Three Pounds per Cent. Annuities in court concerns a large number of suitors. Without attempting to state the precise effect of the operation which is to take place on the 6th of July, we would direct the attention of those concerned to that date. Practically, on that day the whole of the stock to be redeemed will be paid off at par, and the redemption money will bear interest at the rate of three per cent. up to April, 1890, unless dissent is signified to this arrangement. The form of dissent is to be found, not in the Supreme Court Funds Rules, 1886, but in the "Conversion Act (Funds) Rules, 1888," which were made in March, 1888. In the absence of dissent, the redemption money will be invested in New Consols on the 5th of April, 1890.

WE BELIEVE that the letter on the Land Transfer Bill, addressed to their representatives by the solicitors of Manchester, to which we recently referred, had, up to the close of last week, received upwards of 250 signatures. We think it is hardly desirable to publish at present the text of these documents, but we may say that the Manchester letter contains a very able review of the various attempts which have been made in the direction of registration of title. While on this subject we may mention that there are, we believe, districts where no local law society exists, and in which, consequently, the solicitors have received no communication from the Council of the Incorporated Law Society. It would, we think, be desirable that solicitors in these districts should be invited to correspond with the secretary of the Incorporated Law Society as to the course to be pursued.

UPON SIGNING judgment in the Central Office of the Supreme Court the original stamped judgment is filed, and an office copy delivered out at a fee of 6d. per folio, under the Central Office practice rule No. 17; this fee having been reserved on the obvious assumption that such copies would in all cases be made officially by the department. As it is usually convenient that the office-copy judgment should be obtained at the time of signing judgment (thereby saving the necessity of a second attendance), the practice has gained ground of tendering, when signing judgment, a copy of the judgment, prepared ready for examination and issue by the officials as an office copy. We understand that in future a fee of only 2d. per folio will be charged on issuing such prepared copies as office copies, in analogy to the fee reserved by item No. 20 of the order as to Supreme Court fees—namely, that "on examining a written or printed copy, and marking the same as an office copy," the fee shall be 2d. per folio.

THE CAUSE LISTS for the Court of Appeal and Chancery Division for Trinity Sittings were not published at the time of our going to press, but we are able to give a portion of the latter, and the numbers of the matters to be disposed of. The Court of Appeal will have 26 appeals from the Chancery Division, including 3 interlocutory appeals, and there will be 80 appeals from the Queen's Bench Division, of which 19 are interlocutory. There are also 7 appeals from the Chancery of the County Palatine of Lancaster, 10 from the Probate, Divorce, and Admiralty Division, and 3 Bankruptcy appeals. The judges of the Chancery Division have an aggregate list of 578 cases to dispose of, of which 123 are before Mr. Justice KAY, 98 before Mr. Justice CHITTY, 112 before Mr. Justice NORTH, 129 before Mr. Justice STIRLING, and 116 before Mr. Justice KEKEWICH. In the Queen's Bench Division there are 155 matters to be heard by a Divisional Court, 856 actions for trial, of which 455 are to be heard without a jury, and there are also 18 Bankruptcy cases. In the Probate, Divorce, and Admiralty Division there are 44 probate causes, 168 matrimonial causes, and 276 admiralty actions.

WE WERE not aware last week that the Customs and Inland Revenue Bill, on which we commented, had already passed into law. It appears that it was hurried through in order to avoid alteration in the date fixed for its commencement—viz., the 1st inst.—and the Bill, with clause 18 unaltered in substance, received the Royal assent a day before that date. Vendors and purchasers of real estate are, therefore, now actually subjected to the perplexities to which we drew attention, and it remains to be seen what the result will be in practice. It would seem that the only safe course will be to have the stamp on every purchase contract containing a provision that any outstanding legal estate shall be traced and got in by the purchaser, adjudicated. It must be remembered that every contract for sale of goodwill, and of a trade-mark in connection with such goodwill, must be stamped with the full *ad valorem* duty, and that the purchase-money for chattels passing by delivery must be apportioned in the contract. What will be the effect of the new provision on agreements for the sale of a ship? The bill of sale for the transfer of a ship is now required to be under seal, but need not be delivered as a deed: ships, therefore, are not property which "must be conveyed by deed"; will a contract for the sale of a ship be chargeable with *ad valorem* duty, notwithstanding the exemption from duty contained in section 9 of the Merchant Shipping Act, 1854? Again, what will be the effect of the new provision on the stamp on a contract note or other instrument for the sale or purchase of stock in the public funds? The odd thing is that, while the section is unnecessarily wide in its terms, it does not appear to touch a device expressly adopted in order to avoid the payment of *ad valorem* stamp duty on the conveyance of property. According to the plan now largely adopted in the formation of private companies, the partners in a business execute a deed of settlement in the form of a memorandum and articles, constituting themselves an unincorporated company, and thereby agreeing to convey to the unincorporated company the assets of the business, and in the meantime to hold them in trust for the company. This is, apparently, not a contract "for the sale or purchase of any property"; it is merely a usual provision of a partnership deed. Then, when the number of members of the unincorporated company has been brought up to seven, a conveyance is executed by the partners. This, again, is not a "conveyance on sale" within the Stamp Act, 1870; it is merely a conveyance pursuant to the provision in the deed of settlement. The property thus vested in the unincorporated company passes to the incorporated company on registration by virtue of section 193 of the Companies Act, 1862.

THE COUNCIL of the Incorporated Law Society have issued valuable reports, which we print elsewhere, on each of the two Bills introduced this session with the view of providing substitutes for private trustees—the Public Trustee Bill and the Trust Companies Bill. We have repeatedly explained the objections, from the point of view of the interests of the profession, to measures of this description. The promoters of both Bills are most anxious to assure solicitors that nothing like the "supersession of professional men in relation to trust property"

is intended; and in the case of one, at least, of the companies formed to undertake the duties of a trustee, which is largely composed of solicitors, and will probably obtain the largest share of business in case the law is altered, we may probably feel some confidence that the new system will be worked so as to interfere as little as possible with the interests of solicitors in general. But in the case of other trustee companies the result of their successful operation must inevitably be to withdraw, more or less gradually, from the bulk of the profession a remunerative part of their work, and to give it to a solicitor employed by the company. In the case of a public trustee it appears to be certain that the work would be concentrated in the office. As the council point out, "the Public Trustee Office, like other public offices, would be worked by a special legal staff, and, if successful, would attract to itself much of the general business of solicitors in relation to the administration of estates, the execution of trusts, and the other business which under the Bill the public trustee is authorized to undertake." We entirely agree with the council that there would seem to be no pressing demand for either Bill, and that those who demand either the one or the other may well be asked to wait until it is seen whether the difficulties which led to their demand have not been removed by the Trustee Act of last session and the Trust Funds Investment Bill now before Parliament. But it should be remembered that there is a high authority who is not going to wait to see this. The Lord Chancellor announced the other day that it was the intention of the Government to introduce a Bill to appoint a public trustee, and that the question whether the Bill should extend to appointing a public executor was "under the anxious consideration of her Majesty's Government." It may be taken, therefore, that in all probability the present session will see the introduction of a Government Bill on somewhat similar lines to Colonel HOWARD VINCENT'S Public Trustee Bill; and, in view of this, it is very desirable that the observations of the council on this Bill should be considered. It will be observed that their conclusion is that "it is very doubtful whether any real advantage will be gained by the *cestuis que trust*." We should be disposed to say that there was no doubt that no real advantage would accrue to them. It remains to be seen whether Lord HALSBURY'S Bill will be of the voluntary character of Colonel HOWARD VINCENT'S, and whether it will be attempted to connect it in any way with the Land Transfer Bill.

THE RECENT decision of Mr. Justice CHITTY in *Carrill v. Real and Personal Advance Co. (Limited)* (reported elsewhere) is a somewhat strong illustration of the doctrine that a trustee can do almost anything he likes with the trust property without injuring the equity of his *cestui que trust*, provided only he does not part with the legal estate. A firm of solicitors, in taking an assignment of leasehold property, the legal estate in which was outstanding, had it conveyed to one of their clerks, the conveyance reciting that he was the purchaser, and that the purchase-money was paid by him. He subsequently executed a declaration of trust in favour of his principals, but, instead of putting the conveyance in the safe, carried it away and deposited it as security with a third party. There have been several authoritative cases of recent years in which the claims of a beneficiary have been held to be unaffected by the misdeeds of his trustee, even although the beneficiary was absolutely entitled, and had left the property entirely under the control of the trustee. The result appears to be anything but fair to third parties, whom the trustee is thus enabled to impose upon; but in *Shropshire Union Railways and Canal Co. v. The Queen* (23 W. R. 709, L. R. 7 H. L. 496) Lord CAIRNS held that to arrive at any other decision would be dangerous to the whole system of trusts. The principle that a beneficiary does not endanger his equity by putting unlimited confidence in his trustee was also strongly enforced by *Re Vernon, Ewens, & Co.* (35 W. R. 225, 33 Ch. D. 402). On the other hand, a different conclusion will follow if the beneficiary himself interferes so as to give the trustee exceptional means of making an apparently good title. This was the ground of the decision in *Rice v. Rice* (2 W. R. 139, 2 Drew. 73), where a vendor with an equitable lien signed a receipt for the purchase-money and handed it to the purchaser, who was thereby enabled to make a title. It was held that his equity had been displaced. Between these two classes of cases Mr. Justice CHITTY had to decide in *Carrill v. Real*

and Personal Advance Co. (Limited), and it was strongly urged that the form of the conveyance, with its incorrect recitals, which purported to shew the clerk as the real owner, brought it within those where the active interference of the beneficiary has been deemed fatal to him. The answer to this—and one which was allowed to be conclusive—was that the incorrect recitals were simply a conveyancer's device adopted to keep the trust off the title. This is a matter of everyday occurrence, and everyone who takes property knows that he may be dealing only with a trustee. The case, of course, differs from *Rice v. Rice*, in that a vendor's lien depends solely upon the fact that he has not been paid; but a recital that the apparent owner has paid the purchase-money says nothing as to the source from which it has come, and in no way shuts out the possibility that he may be merely a trustee. The trust in question was, perhaps, hardly one that merited the protection of the law in this way, but the decision appears to be quite in accordance with the authorities.

IN THE CASE of *Blakey v. Latham* (37 W. R. 569) Mr. Justice KAY appears to have misconceived the effect of R. S. C., ord. 65, r. 14, and the decision on it in *Edwards v. Hope* (14 Q. B. D. 922). The rule enacts that "a set-off for damages or costs between parties may be allowed notwithstanding the solicitor's lien for costs in the particular cause or matter in which the set-off is sought." It is not altogether clear whether this applies only to costs incurred in the same action, or also to costs incurred in different actions. But in *Edwards v. Hope* it was shewn that this was really immaterial. That was a case of a claim to set off costs in independent actions, and it was pointed out that if the rule applied the court had a discretion whether or no to allow the claim, and if it did not, then under its general jurisdiction it had a discretion to order what it considered just with regard to the solicitor's lien. But Mr. Justice KAY in some way overlooked this, and imagined that he was bound absolutely to allow the solicitor's lien to prevail over the right of set-off. Such a result may be clearly unfair. If A. has brought two actions against B., in one of which he has succeeded and in the other failed, there will, of course, be cross judgments for costs. In one case A. will recover against B., and in the other B. will recover against A. Now if B. is insolvent, his solicitor will make haste to recover the costs of the second action against A., and pay himself out of the proceeds. A. will naturally object, and claim to set them off against the costs due from B., and, putting the case thus, it certainly appears that his claim to do so should not be upset by the lien of B.'s solicitor. Clearly A. is then made to pay B.'s solicitor out of his own pocket, simply because B. himself is insolvent. The late Master of the Rolls saw the injustice of this in *Pringle v. Gloag* (10 Ch. D. 676) when he said that it was the business of a solicitor, before he undertook a particular business for a client, to see that the client was able to pay for it, and that no one was compelled to work for an insolvent client. But there may be circumstances in a particular case which make it by no means so evident that the solicitor's lien is unfair, and in *Edwards v. Hope* the discretion of the court was exercised in favour of it. As it is clear that this discretion exists, it seems to be better to exercise it than to inveigh against the hardship of the law.

"AS THE MAIN object of R.S.C., ord. 52, r. 2, was to restrict rules nisi and orders to shew cause, I venture," says a correspondent, "to submit that on the next revision of the rules the provisions of rules 2, 4, &c., of this order should be extended so as to comprise the following applications:—(f.) to revoke submission to arbitration; (g.) to enforce solicitor's undertaking. At present the old procedure of obtaining an order nisi has to be adopted in these instances, whilst there appears to be no valid reason why the practice should not be assimilated to that laid down by the rule above referred to regulating analogous applications; and their omission from the rule may be fairly attributed to the fact that they are of less frequent occurrence than those dealt with, and consequently escaped attention when the rule was framed."

On the 31st ult. the Royal assent was given to the Customs and Inland Revenue Act; the National Debt Act; Naval Defence Act; the Commissioners for Oaths Act; and the Public Libraries (1885) Amendment Act.

PAYMENT MADE IN FULL OF A DEMAND RETAINED ON ACCOUNT.

THE case of *Day v. McLea* (37 W. R. 483, 22 Q. B. D. 610), recently decided in the Court of Appeal, raised a point which, one would have thought, must have often arisen, but which seems never to have found its way into the reports before. The facts were these. The action was brought to recover damages for breach of contract. The defence set up was accord and satisfaction by payment by the defendants, and acceptance by the plaintiffs of the sum of £102 18s. 6d. in full of all demands in respect of the breach. It appeared that after the breach the plaintiffs had made a claim on the defendants, who thereupon sent them a cheque for £102 18s. 6d., being less than the amount claimed, stating that it was "in full of all demands," and inclosing a receipt in that form for signature by the plaintiffs. The plaintiffs wrote in reply that they took the cheque on account, and had placed it to the defendant's credit, at the same time inclosing a receipt on account, and asking for a cheque for the balance of the claim. In answer to this letter, the defendants wrote stating that the payment was made in full of all demands, and asking for a receipt in full. Mr. Justice CHARLES held on these facts that there was no accord and satisfaction, and gave judgment for the plaintiffs. The defendants having appealed, the Court of Appeal affirmed the judgment.

The argument for the defendants in the Court of Appeal seems to have gone the length of saying that, as a matter of law, the retention of the money by the plaintiffs was conclusive to shew that there was an accord and satisfaction, and it appears obvious that the argument was bound to go that length. The plaintiffs having expressly stated that they took the cheque on account only, it is clear that there was not, in fact, any intention or agreement to take the money in satisfaction. It was contended that the maxim, *solutio accipitur in modo solventis*, applied, and that the plaintiffs, having kept the money, were estopped from saying that it was not kept on the terms on which it was paid—viz., in satisfaction of all demands.

It seems clear that the maxim cited has no application. The cases where that maxim has been applied have been cases raising questions as to the appropriation of payments, a matter which gives rise to altogether different considerations. If a man owes another two debts, and pays a sum of money expressly in payment of one of the debts, the creditor cannot apply it to the other; but that is obviously quite a different matter from the question whether, when there is one claim only, and the creditor has received a sum of money in respect of that, he can only keep it on the terms of giving up the rest of the claim, because the debtor has chosen to say that he pays it in full of all the claim.

In the case of a liquidated demand it seems difficult to see how any argument on the matter could be possible. Assuming the existence of a debt of so much—which is, of course, the hypothesis to which the question applies—the debtor in paying a less sum is only giving to the creditor that which is his due and belongs to him, although it is less than his due; and we do not see how it could possibly be supposed that he can fetter such solution of his obligation with a condition that the part is to be taken in discharge of the whole. The notion would seem to be diametrically opposed to the principle established by *Cumber v. Wane* (1 Strange, 426) and many other cases. There is no consideration for the giving up of the balance of the debt. It is obvious that, if an actual agreement to take a smaller sum in satisfaction of a larger would be unavailing, the sort of agreement by estoppel suggested would be still more unavailing.

A case of *Miller v. Davies*, previously decided by the Court of Appeal, but not reported, was referred to in the Court of Appeal as governing the case before them. We are not clear that that case was altogether on all fours with the one we are discussing. The demand there was technically a liquidated demand, though the exact amount was apparently not ascertained. The claim was for a solicitor's bill of costs, and though, of course, the tribunal which taxes the bill in such cases is a master, and not a jury, nevertheless *id certum est quod certum reddi potest* and in law the demand would seem to be a liquidated one—it sounds in debt, not damages; and it seems to us that it might therefore, even in a case of such a debt of unascertained amount, perhaps be more difficult to argue that the plaintiff was estopped by retaining the money paid, than in a case of what are techni-

cally speaking unliquidated damages, though there is authority that the doctrine of *Cumber v. Wane* does not apply in the case of a *quantum meruit* claim.

In *Day v. McLea* the claim was apparently for unliquidated damages for breach of contract. The most plausible way of putting the case for the defendants might perhaps be as follows:—In the case of unliquidated damages the right of the party is inchoate only; the only actually existing right is to sue for damages which may be more or less; there is no ascertained debt: *non constat* in the eye of the law that the damages will be more than a farthing; then, if the other party comes and says, Here is £100 in full of all the demand, it is an offer substantially to liquidate the claim at a certain amount accompanied by a tender of the amount. There is no debt of any fixed amount in respect of which the recipient of the money can make title to the amount so tendered. Then can he keep the money and at the same time repudiate the terms on which it is paid? Can he repudiate the agreement for liquidation of the claim on the assumption of which the money is paid, thereby leaving the claim still unliquidated, and yet keep the money, his right to which assumes a liquidation of the claim? It will be observed that the difficulty about consideration which applies when the claim is originally liquidated does not arise in this case.

We think that the result at which the Court of Appeal arrived in respect of this point was right, though the case is perhaps not quite so clear as that in which the claim is originally liquidated. It seems to us that the substantial truth of the case is that the party making the payment must be taken to admit that the minimum of damages to which the party making the claim is entitled is the amount he so pays, and he so far liquidates the claim that the payee has a right to retain the money in respect of the extent to which the damages are thus liquidated; but the payer cannot, if he chooses to make a payment of this sort, impose upon the payee the further term that the amount so paid, if retained, shall be the maximum of damages. If a man pays me half the demand I make upon him, saying that that is all his liability, why in common sense should I be bound to return the half or admit that it is the whole? That appears to us to be really the common sense of the case; and we do not see any technical legal difficulty to prevent a court from giving effect to that view of the matter.

THE EARLY HISTORY OF FAIRS AND MARKETS.

THE Royal Commission on Market Rights and Tolls has recently issued a first report, one volume of which is occupied with the special report by Mr. ELTON and Mr. COSTELLOE on charters and records relating to the history of fairs and markets in the United Kingdom. This document, with its extensive appendix, contains the result of a very minute and careful research, and, as this is of a nature not often to be found in blue books, it may be useful to call attention to it. From a portion of the actual text it appears that the word "fair" is derived from "*feria*," the ecclesiastical term for a saint's day, and that the institution may have had its origin in ancient Pagan festivals, which were allowed to pass with but slight change into the Christian religion. Gatherings for religious observances and general merry-making were soon taken advantage of for the purposes of trade, and the change is illustrated by litigation with regard to fairs at Salineford in Berkshire and Emmeseye in Yorkshire (appendix pp. 54, 73). In each case a wake (*vigilia*) was made the occasion of buying and selling. At Salineford this was resented by the Earl of Albemarle as an interference with his fair at Wanting, while at Emmeseye the Prior of Bolton Abbey was charged with taking toll unjustly. But although the tendency in this direction was doubtless in existence at a very early date, there is little documentary evidence as to fairs before the Conquest. Their importance as a source of revenue then became apparent, and the right of holding them was utilized for the benefit of the Crown and its grantees. The extent to which this was done is shewn by the calendar of grants of markets and fairs from 1 John to 22 Ed. IV., printed as part XIX. of the Appendix (p. 108). This gives twenty grants of fairs for the first year only of John, and a total of some 2,200 for the period named.

The magnitude which some of these gatherings attained, and the amount of business done at them, have been already described by other writers, and Prof. Thorold Rogers, in "*Six Centuries of Work and Wages*," has given an account of the famous fair of Stourbridge, which was held in a field near the monastery of Barnwell, about a mile from Cambridge. This is stated to have been as celebrated in its day as those of Novgorod and Leipsic. It lasted for three weeks from the 8th of September, and attracted merchants from all parts of

Europe. The charters, of course, give little indication of anything of this kind, except so far as the long list of tolls, and the elaborate provisions for settling disputes and maintaining order, indicate occasions of exceptional importance. Their chief value consists in the picture they give of the peculiar jurisdiction of the fair courts, and of the manner in which all power was for the time being vested in the owner of the fair. As to the latter point a record of a fair claimed at York by the Archbishop states that "when the fair has begun, the Archbishop's bailiffs shall come upon the city bridge, and the bailiffs of the city shall then deliver their staves to the Archbishop's bailiffs, who shall, during the fair, keep the peace of the city" (Appendix, p. 74, n. 25).

But by far the most important example of this transfer of authority, as well as of the arrangement of the fair generally, is afforded by the charter of St. Giles's fair at Winchester, of which a translation is given in the Appendix (p. 91). In the original grant to the Bishop of Winchester by William II. the fair was to be for three days only, but it rapidly grew. Five days were added by Henry I., six by Stephen, and two more by Henry II.; the period of the monopoly, thus extended to sixteen days in all, was found sufficient, for a further period of eight days, granted by Edward II., was not used. The charter in question is one of Edward III. in 1349, confirming and enlarging the privileges of the fair, and is of great length. It is occupied chiefly with the functions of "the justices of the pavilion," who were appointed by the bishop to have cognizance of pleas and other business during the fair, and also to keep the peace within the city. The proceedings commenced by the mayor and bailiffs of the city riding with the justices to each gate in turn, and formally delivering up to them the keys and custody of it. At the first gate proclamation of the fair was also made, and all buying and selling within a circuit of seven leagues was forbidden for the space of sixteen days. This was held to include Southampton also, and business there, except in regard to victuals, was for that time effectually suspended. The same prohibition affected the city of Winchester itself, so that whatever trading was done had to be in the open fair. As soon as the installation of the justices was complete, they appointed on their own account a mayor, bailiffs, and coroner to serve during the time of the fair, and also a marshall to execute their decrees. They were then in a position to exercise full authority in the name of the bishop, and pleas of all kinds were held before them exactly as in the King's courts. Inquests before juries followed in due course, and the defeated party was delivered to the custody of the marshall to be kept by him until satisfaction had been made to the other party and to the court. Sixteen days was not a long time to get through procedure of this kind, but the business of the fair was kept quite separate from ordinary matters, and any pleas left unfinished were simply adjourned to the following year. The justices were also empowered to hold all pleas of the Crown, and to "pass judgment thereon and take execution during the fair, as our justiciaries do in like case elsewhere in our realm of England." The charter of course contains a list of tolls to be taken by the bishop, and there are provisions for securing correctness of weights and measures and soundness of provisions.

This suspension of the ordinary privileges of the town during the time of the fair appears to have been very general, and the fair courts received the name of Pie-powder courts from the *pieds-poudres*, the dusty feet, for whose benefit they were established. Their exact influence upon the general law can only be guessed at; but as they laid down one general law for merchants from all parts, their rules probably tended to simplicity and generality, and they may well have given rise to the law of market overt. So early as 850 A.D. there is a statement of a continental writer that "merchants contend that the purchase which is made at an annual fair should be rated, whether it be just or unjust, because it is their custom."

In the middle ages the annual fairs were doubtless a great convenience to traders generally, and assisted largely in the development of commerce, but many of their regulations were framed solely in the interests of their owners, and pressed hardly upon individuals whose business was interrupted. This must have been especially the case where the fair, as at Winchester, put an end to all the regular trading of the place, and the same thing is apparent in litigation of 25 Hen. 3 between the Bishop of Hereford and certain traders of that city. They did not deny the bishop his tolls upon goods sold during the fair, but they claimed to conduct the sales as usual at their own houses instead of bringing their merchandise into the fair. The bishop objected that this gave them an opportunity of concealing the tolls due; but in the result the traders maintained their point. In spite, therefore, of the advantages of fairs to the community at large, the special privileges of their owners caused them to be looked on with jealousy. Further illustration of this, and of the whole matter, is afforded by a compromise made about 1300 between the Prior of Lenton Abbey and the burgesses of Nottingham with regard to Lenton fair (Appendix, p. 41). By this the prior gave up four extra days granted by Henry II., and agreed to hold the fair for eight days only; moreover, certain privileges with regard to hiring booths were granted to the mayor and burgesses of Nottingham, provided that no attempt was made to get them for the use of

aliens. The mayor and burgesses, on the other hand, consented that while the fair lasted no market should be held in the town "of any description of merchandise, except within houses and in doors and windows." This restriction is not so severe as that at Winchester, but it shews that the object of the owner of the fair was to stop as much as possible during the time it was held all dealings upon which he could claim no dues.

Fairs, then, which had their origin in ancient national usages, depended for their later growth on the exercise of the royal prerogative and the development of commerce. Markets, on the other hand, appear to have been derived from the civil law, though the manner in which this was done has been disputed. According to the authors of the report they were first adopted by the Franks and then imitated from them on this side of the channel. Another theory supposes the institution to have remained in the island from the time when it was introduced by the Romans. However this may be, markets are found to exist under the Anglo-Saxon kings, and the right of holding them was a part of the royal prerogative which might be granted to subjects. A charter of Edward the Elder in 904 confers the town market at Taunton, with all the town dues, on the See of Winchester (Appendix, p. 33), and a charter of Edgar, about 960, grants a special market to the Church of Peterborough, "so that no other shall be held between Stamford and Huntingdon" (*ibid.*, p. 34).

In connection with the subject of markets much valuable information is given as to the early law of sales. At one time all trade was required to be carried on within the "burh" or "port," the former word signifying specially any walled place, while the latter denoted a market town or place of commercial importance. The chief officer was the port-reeve who presided over the port mote, and may have exercised there a jurisdiction somewhat similar to that of the courts of pie-powder. At one time it was the policy of the law to prohibit all trading except within a market town, and even there to require a bargain to be attested by witnesses. A law of Edward the Elder (901-924) enacts that no man shall "buy out of port, but he must have the port-reeve's witness or that of other unlying men whom one may believe"; and at the Witan of Greatanlea (*circa* 925) it was provided that every marketing should be within port, and also that no marketing should be on Sundays (Appendix, p. 32). But these last restrictions proved too severe, and were excepted from a subsequent confirmation of the dooms of Greatanlea. The necessity for witnesses to all transactions, however, continued to be recognized, and the laws of Eadgar (959-975) provide for a class of official witnesses, thirty-three to be chosen for each ordinary burh, and twelve for every small burh and hundred. It is there enacted that every man with his witnesses shall "buy and sell every of the chattels that he may buy or sell, either in a burh or in a wapentake" (Appendix, p. 32). This notion that a special class of witnesses must attest sales is everywhere prevalent in the enactments, and the authors rely upon its occurrence also in continental records to support the connection between trade usages here and abroad.

Subsequently to the Conquest there are numerous documents which shew the importance attached to market rights and the jealousy with which any infringements of them were watched. Passing over Domesday Book, where the allusions to them are frequent, much information is contained in the copious records of early litigation, of which an abstract from Richard I. to Edward II. was made in the reign of Elizabeth and published in 1811 under the name of "*Placitorum Abbreviatio*." The extracts given in the Appendix (p. 53) contain numerous references to the change of market days, generally from Sunday to a week-day, and also to more important matters, such as the levying of unjust tolls and the setting up of new markets to the damage of old ones. This latter offence was an invasion of vested rights which could only be sanctioned by royal charter, and before this could be granted it was necessary to inquire before a jury on a writ *ad quod damnum* how far it would be prejudicial to the king or others. According to Bracton, a new market was a nuisance if set up within six and two-thirds miles from an existing one, on the principle that twenty miles was an ordinary day's walk, and that the day must be divided into three parts—one for going to market, one for buying and selling, and one for returning home. A more complete list of complaints about the erection of new markets is contained in the Hundred Rolls, which were compiled in the early years of Edward I., and were intended as a preliminary to re-asserting the rights of the Crown. Proceedings for this purpose were subsequently taken, and the rolls of the pleadings and the judgments thereon are preserved in the "*Placita de Quo Warranto*" which were printed in 1818. Among the numerous grievances here set forth may be mentioned a presentment of the jurors of Newcastle-on-Tyne, who alleged that the Prior of Tynemouth had done great injury to their trade, not only by setting up a market at Tynemouth, but also by creating one town at North Shields and another at South Shields, at which a large trade had sprung up. Extracts from the Hundred Rolls are given in the Appendix, Part X. (p. 57), and Part XI. (p. 63) contains a very elaborate and carefully-compiled tabular analysis of entries in the *Quo Warranto* Rolls. The matters above

referred to are only a selection from the great quantity of material which the industry of the commissioners has brought together, and which is taken also from Scotch, Irish, and Welsh records, but enough has been said to shew the interesting nature of the volume, and its importance in regard to legal history.

REVIEWS.

THE TRUSTEE ACTS.

THE TRUSTEE ACTS: CONTAINING THE TRUSTEE ACT, 1850, THE TRUSTEE EXTENSION ACT, 1852, AND THE TRUSTEE ACT, 1888 By GAWAYNE BALDWIN HAMILTON, Esq., Barrister-at-Law. Stevens & Sons (Limited).

This is a handy collection of the decisions on the Trustee Act and the Trustee Extension Act. The cases are brought together under the sections to which they relate, and, in the instances we have referred to, are correctly stated, though we think that the extracts from judgments could frequently be dispensed with. We cannot say, however, that the general collection of cases at pp. 63-68 on "who may be appointed trustees" is complete. There is no mention of the observations of Jessel, M.R., in *Forster v. Abraham* (L.R. 17 Eq. 351) on the appointment of a tenant for life as a trustee; nor are *Re Davis's Trusts* (L.R. 12 Eq. 214) or *Re Parrot's Trusts* (25 SOLICITORS' JOURNAL, 738, W.N., 1881, p. 158) mentioned in connection with the appointment as a trustee of the husband of a *cestui que trust*; nor, with regard to the appointment as trustees of persons out of the jurisdiction, is there any reference to *Re Guibert* (16 Jur. 852), *Re Smith's Trusts* (20 W.R. 695), or *Re Austen's Settlement* (38 L.T.N.S. 601). As questions often arise nowadays on the subject of the persons who are eligible to be appointed as new trustees by the court, it would be well to make the statement on this matter more complete. The Trustee Act, 1888, has not a very definite connection, except in title, with the rest of the book. The sections are annotated, and the cases relating to them mentioned in the notes: *Dance v. Goldingham* (21 W.R. 761, L.R. 8 Ch. 902) should have been mentioned under section 3.

CORRESPONDENCE.

THE CUSTOMS AND INLAND REVENUE ACT, 1889.

[To the Editor of the Solicitors' Journal.]

Sir,—I venture to think that the Customs and Inland Revenue Act, 1889, is a unique specimen of retrospective legislation. The Act received the Royal assent on the 31st ult., and provides, in case of persons "applying" for probate or letters of administration after the 1st of June, 1889, where the estate exceeds £10,000, an additional duty of £1 per cent.

Instead of death being the event to decide the payment of duty, it is the application for probate. I did not receive notice that the Act had been passed until the 4th of June, and it will be seen that no time is given between the Royal assent and the Act coming into operation.

The injustice worked by the Act is manifest. A testatrix, whose will we are proving, died at the end of March, and, the estate being under £86,000, it necessarily took a considerable time to get the assets valued and the liabilities ascertained, and the application for probate is a few days after the 1st of June. Some who had been more fortunate and got their papers in on or before the 31st of May, apparently will be exempt from the additional duty. So that in my case the client has to pay £860 more than a person in like circumstances who had left his papers a few days before him. I understand there are numerous cases where this injustice arises. If the date of death was not the event which decided the rate of duty, which is manifestly the reasonable period, surely the date of the grant would have been the next period, not the mere accident of leaving the papers at the registry. If it was to be the application, then the persons interested should have had some time allowed them to compete in the race with their companions in tribulation, so that they might have left some imperfect papers at the registry which could have been construed to be an application for probate.

A. S.
Lincoln's-inn-fields, London, June 11.

[To the Editor of the Solicitors' Journal.]

Sir,—The article in last week's JOURNAL on the new enactment as to the stamping of purchase agreements has to some extent anticipated, and has more ably expressed, some views with which I was about to trouble you. It is unnecessary to emphasize them. May I be allowed to suggest two or three instances of everyday experience by way of shewing their practical application?

Two partners commence business, each contributing £1,000 capital. The agreement of partnership provided that on the death of one the survivor shall purchase his share by reference to the books or at a valuation. At the end of five years, the capitals then being £5,000 and £2,000, and the assets consisting of goodwill and book debts, one partner dies. How is the agreement to be stamped?

A firm agree to dispose of their business to a joint-stock company to be formed, the price to be ascertained by valuation. The valuation cannot be completed under two months. How is the duty to be calculated? By whom is it to be paid?

A mortgagor grants a lease for three years with option of purchase. At the end of the second year the mortgagee sells to a stranger under his power of sale. What duty is to be paid, and how is it to be recovered?

A local authority agree to purchase a strip of land to be thrown into a street. They elect to dispense with any deed or other document, and to rely on their paid cheque and on the dedication. Is the cheque to be stamped as a conveyance? If it be said that in this case no question can arise, as the property "must be conveyed by deed," how can this be if the purchasers refuse to have one?

To laymen preparing their own agreements the Act will be nothing but a snare, as they cannot be expected to provide for "rescission" or "annulment," or "conditions precedent," whilst even lawyers would often be puzzled to "specify in the instrument" all the "conditions precedent" which events may suggest.

I suppose this amateur drafting of Acts of Parliament is good for the profession or it would not be tolerated. But one is tempted to ask what would the framer of this simple section of a Stamp Act have made of the Fines and Recoveries Act? J. W. BILBROUGH.

Bradford, June 13.

AN ANOMALY OF THE STAMP LAWS.

[To the Editor of the Solicitors' Journal.]

Sir,—It was decided in *Wright v. Commissioners of Inland Revenue* (25 L. J. Ex. 49) that an instrument executed in the United Kingdom is liable to stamp duty, although it relate wholly to property abroad.

A deed conveying freeholds in one of the colonies was recently sent to England and executed here by one of the parties (a directing party only). *Ad valorem* duty to the amount of £300 had been paid in the colony; but, on the deed being submitted for adjudication here, the authorities enforced payment of a similar duty, in accordance with the above decision.

I do not know what terrible calamity would have happened if the deed had never made the acquaintance of Somerset House; but at any rate its validity in the colony would not have been affected. The interesting point, however, is, that, if the directing party had chosen to pay a visit, say, to the Paris Exhibition, and taken the deed with him and executed it in the French capital, the liability would have been avoided, and he would probably have derived greater satisfaction from the expenditure of that £300 in a manner more personal if less patriotic.

June 8.

NEW ORDERS, &c.

NATIONAL DEBT (REDEMPTION) ACT, 1889.

CONSOLS AND REDUCED THREE PER CENTS.

1. The provisions of the National Debt (Redemption) Act, 1889, the Redemption Act (Funds) Rules, 1889, and the Treasury Regulations, made under the said Act, will be applied to Funds in Court in the following manner:—

2. The amount of the Consolidated Three per Cent. Annuities and Reduced Three per Cent. Annuities remaining on the Books of the Pay Office on the 6th of July, 1889, will be redeemed at par, and these Stocks will then cease to exist.

3. On the 6th of July, 1889, each Suitor's Account will be credited with Cash in the proportion of £100 sterling for each £100 Stock.

The cash so credited will be distinguished in the Account as "Redemption Money."

4. "Redemption Money" will bear interest at the rate of Three Pounds per Centum (less Income Tax), payable at the usual quarterly periods for the payment of Dividends up to the 5th of April, 1890, or to any earlier date on which the money may be transferred out of Court or otherwise dealt with unless the person to whom the Dividends on the Original Stock are payable signifies dissent to this arrangement. The form for signifying dissent is prescribed by the Funds Rules, and must be lodged at the Pay Office on or before the 1st of July, 1889.

5. "Redemption money" may be invested in New Consols without an Order of Court at any time between the 6th of July, 1889, and the 5th of April, 1890, if the person or persons entitled to receive

Dividends on the original Stock shall send a request to the Pay Office upon the form provided by Rule VII.; and if a portion only of the Dividends is payable, and the residue is accumulated, the request of the person entitled to receive a portion will be acted upon.

6. A Request may be given by any person holding a Power of Attorney to receive Dividends, provided it is stated on the face of such Request that it is given or made with the sanction of the person or persons by whom such Power of Attorney was granted.

7. If no Order or Request shall have been lodged at the Pay Office before the 5th of April, 1890, dealing with the "Redemption Money," the Paymaster is required (by Rule VII.) to invest the same in "New Consols."

8. The (Funds) Rules also provide for the remission of Court Fees and of brokerage upon any re-investment of "Redemption Money" in New Consols or Local Loans Stock; for Lodgments in Court of Cash in lieu of Stock; for transfers out of court; and other matters incidental to the redemption of the Securities under the Act 52 Vict. c. 4.

9. Copies of Forms required by the Rules may be obtained at the Pay Office (Room 45) or on written application to "The Paymaster, Royal Courts of Justice, London, W.C."

7 June, 1889.

W. HENRY WHITE, Paymaster.

CASES OF THE LAST SITTINGS.*

Court of Appeal.

Re BLACKBURN AND DISTRICT BENEFIT BUILDING SOCIETY—No. 2, 6th June.

COMPANY—WINDING UP—PROVABLE DEBT—LAND HELD BY COMPANY SUBJECT TO PERPETUAL RENT-CHARGE—PROOF FOR ARREARS ACCRUED DUE AFTER WINDING UP.

The question in this case was, whether a proof could be admitted in the winding up of the society in respect of arrears (accrued due after the commencement of the winding up) of a rent-charge, subject to which the society held certain land which had been granted by deed to their predecessor in title, in June, 1872, in consideration of the rent-charge which he had covenanted to pay. The winding up of the society commenced in July, 1881, and an order was made, under section 203 of the Companies Act, 1862, vesting the assets of the society in the official liquidators. The executors of the grantor of the land claimed to prove for rent due under the deed from the 1st of May, 1885, up to the 9th of September, 1887. In the opinion of the court the evidence shewed that the liquidators had not remained in possession of the land. Bristowe, V.C., disallowed the claim.

THE COURT (LORD ESHER, M.R., and COTTON and FRY, L.JJ.) affirmed the decision. Lord ESHER, M.R., said that the arrears of the rent-charge in respect of which the claim to prove was made had become due during the winding up. At the commencement of the winding up all the rent-charge then due and payable had been paid, and there was at that time no rent-charge in arrear. It was said that the executors had a claim against the assets of the society in respect of the arrears. That must, of course, mean a legal claim—something in the nature of a liability or obligation. Was there any liability or obligation in respect of the rent-charge at the commencement of the winding up? It was argued that according to *Thomas v. Sylvester* (L. R. 8 Q. B. 368) the arrears of rent-charge were a debt, and could therefore be the subject of proof. But all that was decided in that case was that since real actions had been abolished another remedy was left—an action of debt was maintainable. But the court did not say that the rent-charge itself was a debt. *Whitaker v. Forbes* (L. R. 10 C. P. 583) and *Thursby v. Plant* (1 Wms. Saund., Sir E. V. Williams' edit., 306) shewed that if a person who did not create the rent-charge was in possession of the property out of which the rent-charge issued, he was liable for any breach of duty to pay the rent-charge, but that, unless he had been in possession whilst the rent-charge was due, no claim could be made against him. If, therefore, at the commencement of the winding up these arrears of rent-charge were not due, it could not be said that the liquidators were guilty of any breach of duty in not paying them, as they had not covenanted to pay the rent-charge unless they were in possession of the land at the time at which the arrears became due. It was said that, though the liquidators had not taken to the property out of which the rent-charge was payable, they had kept it. On the evidence his lordship came to the conclusion that the liquidators, far from taking to the property, had done everything they could to get rid of it. What could they have done more to shew that they did not remain in possession of the property? The Vice-Chancellor found as a fact that the liquidators did not remain in possession. How, then, could they be made liable in respect of the rent-charge? The result was that, there being no liability in respect of the rent-charge at the commencement of the winding up, and no liability being established by anything which the liquidators did subsequently, it was impossible for the executors to prove for the arrears in the winding up. COTTON and FRY, L.JJ., concurred.—COUNSEL, Buckley, Q.C., and Clarkson; Neville, Q.C., and Snow. SOLICITORS, Pritchard, Englefield, & Co.; Frith Needham.

* These cases are specially reported for the SOLICITORS' JOURNAL by barristers appointed in the different courts.

Re THE CALLAO BIS CO. (LIM.)—No. 2, 7th June.

COMPANY—VOLUNTARY WINDING UP—SALE OF ASSETS TO NEW COMPANY—SPECIAL RESOLUTION—VALIDITY—SANCTION OF COURT—TIME FOR OBTAINING SANCTION—COMPANIES ACT, 1862, s. 161.

This was an appeal by the company and its voluntary liquidator from the refusal by North, J. (*ante*, p. 455), of an *ex parte* application for the sanction of the court to a special resolution, passed in the voluntary winding up of the company, under section 161 of the Companies Act, 1862, for the sale of the assets of the company to a new company, in consideration of the issue of shares in the new company to the shareholders of the old company. Section 161 provides that: "No special resolution shall be deemed invalid for the purposes of this section by reason that it is passed antecedently to, or concurrently with, any resolution for winding up the company or for appointing liquidators; but, if an order be made within a year for winding up the company by or subject to the supervision of the court, such resolution shall not be of any validity unless it is sanctioned by the court." The *ex parte* application was made, under section 138 of the Act, for the immediate sanction of the court to the resolution so as to prevent the possibility of its being invalidated by reason of an order being made within a year from the passing of the resolution for the winding up of the company either compulsorily or under supervision. North, J., doubted whether he had any jurisdiction under section 161 to sanction the resolution, except after an order had been made by the court for winding up compulsorily or under supervision. The appeal came on for hearing on the 18th of May, but the court declined (*ante*, p. 468) to decide the question of jurisdiction *ex parte*, and they gave leave to serve a creditor of the company and a dissentient shareholder with notice of motion. Counsel now appeared, on behalf of the persons served in accordance with this leave, to argue the question of jurisdiction.

THE COURT (COTTON and FRY, L.JJ.) affirmed the decision. COTTON, L.J., was of opinion that the court would have power under section 138 to entertain the application, as it was a question arising in the voluntary winding up, unless section 161, under which the sanction was required, pointed out a different mode of procedure. In his lordship's opinion, the view taken by North, J., of section 161 was, unfortunately, correct. Section 161 made provision for the sale of the assets of a company in the course of being voluntarily wound up to a new company, and authorized the voluntary liquidator, with the sanction of a special resolution, to accept shares in the new company as a consideration for the sale, and it provided that any sale or arrangement made within the section should be binding on the members of the company being wound up, subject to the right of dissentient members to compel the liquidator to purchase their interests. No provision was made there for creditors. Section 146 provided that, where a company was in the course of being wound up voluntarily, and proceedings were taken for a compulsory winding up, the court might adopt the proceedings in the voluntary winding up. That did not apply to the case of a supervision order; but the above-quoted provision of section 161 applied both to a compulsory order and to a supervision order, and, in his lordship's opinion, it was intended to carry out more completely the provisions of section 146. The true construction of section 161 was, that the resolution was to be binding on the shareholders, but that the rights of the creditors were reserved. FRY, L.J., agreed that the words of section 161 implied a sanction in the winding up by the court, or under supervision, rather than a sanction independently of such proceedings. But, though he thought this was the true construction of section 161, he was strongly impressed with the inconvenience of the result.—COUNSEL, *Coxens-Hardy*, Q.C., and *Grosvenor Woods*; *G. F. Hart*, SOLICITORS, *Snell, Son, & Greenisp*; *Gresham, Davies, & Dallas*.

Re THE PORTUGUESE CONSOLIDATED COPPER MINES (LIM.)—No. 2, 31st May.

COMPANY—RECTIFICATION OF REGISTER OF MEMBERS—INVALID ALLOTMENT OF SHARES—MEETING OF DIRECTORS IRREGULARLY CONVENED—OMISSION TO GIVE NOTICE TO SOME DIRECTORS.

This was an appeal against a decision of North, J. (*ante*, p. 336), the question being whether an allotment of shares in the company had been validly made. S. applied for 100 shares in the company on October 24, 1888. The articles of association of the company provided that the regulations of Table A to the Companies Act, 1862, should not apply to the company; that the shares should be allotted by the directors to such persons and in such manner as they should think proper; that the directors should not be more than ten nor less than three in number; that the qualification of a director should be the holding of at least forty shares; that the first directors should be appointed by a majority of the subscribers to the memorandum of association; and that the directors might determine the quorum necessary for the transaction of business. At a meeting of the seven subscribers to the memorandum on the 22nd of October, Lord Inchiquin, Skewis, Loam, Wood, and Hoyle were appointed directors, of whom Hoyle was to take his seat after allotment. On the 24th of October the first meeting of the board of directors was held, but two only of the directors, Skewis and Wood, were present. They passed a resolution that two directors should form a quorum, and that Lord Inchiquin should be the chairman, and they then proceeded to allot shares, making, among other allotments, one of 100 shares to S. There was evidence that all the directors had notice of this meeting except Lord Inchiquin, who had gone to Ireland on the 22nd or 23rd of October. The secretary of the company deposed that Lord Inchiquin had verbal notice of the meeting, and that he had stated his inability to attend, but the secretary admitted in cross-examination that he had not heard the notice given. No affidavit was made by Lord Inchiquin. At the date of the meeting of the 24th of October no shares had been allotted

to any of the directors, but on the next day (to which the meeting was adjourned) allotments were made to four of them. On the evening of the 24th of October S. received a notice of the allotment which had been made to him, and on the next day his solicitors, by his instructions, served notice on the company that he withdrew his application for shares. The meeting was on the 25th of October adjourned to the 26th, and on that day Lord Inchiquin and Loam respectively signed documents by which they expressed their concurrence in the resolution fixing the quorum of directors. At the adjourned meeting of the 26th of October, at which Wood, Loam, and Skewis were present, a resolution was passed "that the allotments hitherto made be and are hereby confirmed." It was contended on behalf of S. that the allotment to him was invalid, because two directors could not fix the quorum, and also because none of the directors possessed any qualification by the holding of shares at the time when the allotment was made. On behalf of the company it was contended that the ratification of the allotments by the resolution on the 26th of October related back to the making of them, and made them valid *ab initio*, and consequently rendered the allotment to S. valid, if it would have been otherwise void on this ground. It was also contended that the first directors, having been appointed by the subscribers to the memorandum, in accordance with the provisions of the articles, stood in the same position as if they had been nominated directors by the articles, and could act although they did not possess a qualification. North, J., held that there was no weight in the objection that the directors were not qualified, because they could not acquire a qualification until someone had made an allotment to them. But he held that two directors could not appoint themselves a quorum, and that therefore the allotment to S. was void. The articles gave power "to the directors" to determine the quorum, and there was nothing to indicate that any number of directors who happened to be present at the first meeting of the board could fix the quorum. The attempted ratification afterwards could produce no effect, because S. had meanwhile withdrawn his application for shares.

THE COURT (Lord Esher, M.R., and Cotton and Fry, L.JJ.) affirmed the decision. Lord Esher, M.R., said that, according to the argument on behalf of the appellants themselves, it was necessary that all the directors should have had notice of the meeting of the 24th of October; other wise that meeting was invalid, and it could not have been adjourned to the 26th. There was no legal evidence that notice of the meeting had been given to Lord Inchiquin. The only person who could have told the court what actually occurred was Lord Inchiquin himself, and he had not given any evidence. But it was said that if notice had been given to him he would merely have replied that he could not attend, and that he must be taken to have waived his right to notice. In his lordship's opinion there was no waiver by Lord Inchiquin of his right to notice, and notice ought to have been given to him. The meeting of the 24th of October and the adjourned meeting were, therefore, invalid. Cotton, L.J., concurred. Assuming that notice to all the directors would have made the meetings good, that notice was not given, and the meetings were invalid. Fry, L.J., concurred.—COUNSEL, *Rogby*, Q.C., *Burkley*, Q.C., and *W. Baker*; *Napier Higgins*, Q.C., and *Farrell*. SOLICITORS, *Burn & Berridge*; *Stretton, Hilliard, & Co.*

High Court—Chancery Division.

GARRITT v. REAL and PERSONAL ADVANCE CO. (LIM.)—Chitty, J., 4th June.

TRUSTEE AND CESTUI QUE TRUST—OUTSTANDING LEGAL ESTATE—CONFLICTING EQUITIES—NEGLECTANCE—PURCHASER FOR VALUE WITHOUT NOTICE.

In this case the plaintiff was now the sole member of a firm of solicitors who had had for a long time in their employ a managing clerk named Chuck in whom they placed confidence. The firm had a claim against S., and an arrangement was come to by which they should release such claim, and S. should assign to them his equity of redemption in a building lease mortgaged by him by way of demise for the term less one day. The assignment was made to Chuck as purchaser, and Chuck executed a declaration of trust in favour of the firm. The assignment contained the usual recital of the sale agreement between the vendor and Chuck, and of payment by Chuck of the purchase-money, but in no way referred to any trust. It was stated to have been Chuck's duty to have placed the assignment in the safe of the firm, the key of which was kept by them, but to which he would have had access on specific occasions. Chuck, however, took the assignment to the defendants and borrowed £80 thereon, at the same time executing a statutory declaration to the effect that he was beneficially entitled. It was stated that Chuck was not now to be found. The defendants made no inquiries of other persons than Chuck when they advanced him the money. The plaintiff claimed a declaration in his favour, and also delivery up to him of the deed.

CHITTY, J., said that the question was one of priority, either party having only an equitable title, and the legal estate being outstanding in the mortgage. The plaintiff claimed priority in point of time, and the defendants claimed that his right in that respect had been displaced by the circumstances of the case. The deed of assignment was left in the possession of Chuck. The deed was in the common form, and he appeared as the ostensible purchaser of the equity of redemption. The defendants made no investigation, but they were acquainted with Chuck, and trusted him and lent him the money, retaining the deed. The plaintiff said that if the defendants had called for an abstract of title the declaration of trust would, if Chuck had acted honestly, have appeared, and that the defendants were not entitled to escape liability for not having made such investigation by holding forth the assumption that Chuck would have acted dishonestly and suppressed the declaration of trust. The defend-

ants, on the other hand, relied on the fact that the plaintiff allowed Chuck to have the custody of the deed of assignment, nor was there any evidence on the part of the plaintiff that the deed was ever placed in their safe. The question was, What was the established law on the subject? He was bound to decide the question at issue according to the authorities. In the case of *The Shropshire Union Railways and Canal Co. v. The Queen* (23 W. R. 709, L. R. 7 H. L. 496), decided by the House of Lords, which was the case of an absolute owner of stock having placed it in the name of a trustee and also intrusted him with the certificates, it was held by Lord Chancellor Cairns and the other judges that an incumbrance created by the trustee could only carry to that incumbrancer such interest as the trustee could give, and that the trustee could not give an interest as against his *cestui que trust*, and, therefore, that the incumbrancer was not entitled to be registered as a transferee from the apparent owner. Lord Cairns declined to say that the *cestui que trust* was bound, not only by a valid legal transfer of the stock by the trustee, but also by any equitable dealing or contract which the trustee might choose to enter into, and he proceeded to say that to so hold would be to state a very serious proposition affecting both land and stocks, and, in fact, every species of property, and to reduce a well-recognized and admitted system of trusts to a system applicable only to marriage settlements and the like. He (Mr. Justice Chitty) therefore held, on the authority of Lord Cairns, that the fraudulent act of Chuck had not displaced the plaintiff's equitable title. It was, however, said by the defendants that the assignment itself contained misstatements of fact, made by the direction of the firm, and that Chuck was not, in fact, the purchaser, and did not, in fact, pay the money, and that (although there was no evidence brought forward by the defendants shewing that they had acted on the faith of such misstatements), yet the circumstances of these misstatements appearing on the assignment took the case out of *Shropshire Union Railways and Canal Co. v. The Queen* and brought the case within another class of cases: *Rice v. Rice* (2 W. R. 139, 2 Drew. 73). The arrangement was, however, one which the parties to the deed were competent to make. The transaction was one which was moulded in the form of a sale. The difficulty he felt was as to the danger of doing anything which might imperil what had been going on for centuries among conveyancers. Conveyancers had not always stated exactly the truth upon their deeds. No doubt, at the present day, greater care was taken; but there were some forms which were known and which were in common use. For instance, if trustees were lending money on mortgage, the trustees did not usually disclose on the face of the deed the fact of the money being trust money, and the forms were, when investigated as they stood at the present day, free from objection. Such deeds shewed that the money was the money of the trustees belonging to them on a joint account. If the whole transaction were to be disclosed it would have to appear on the face of the deed that they held the money on trust for other persons. But it was the practice of conveyancers, and for the convenience of dealings with real property, which latter consideration was the justification of the practice, to keep the trusts off the property. One of the objects of the deed at present under consideration was that nothing in the nature of a trust should be disclosed. As the law was established at this day he was not at liberty to say that purchasers of real or leasehold estates were not entitled to frame their deeds according to the ordinary forms used by conveyancers, or, so long as they did not make any direct misstatement on the face of the deed, according to those forms which disclosed but a part of the whole transaction. That being so, he was not in a position to hold that the misstatements in the deed before him were of such a character as to take the case out of *Shropshire Union Co. v. The Queen*, and indeed out of two other authorities to a like effect—*Cory v. Eyre* (1 De G. J. & S. 149) and *Re Vernon Evans & Co.* (35 W. R. 225, 33 Ch. D. 402). He considered himself bound to arrive at that conclusion by the general law of trusts and by the decision of the House of Lords, and by those two other cases. The result was that the defendants had not succeeded in displacing the priority the plaintiff possessed under the declaration of trust. In the presence of the authorities he was not able to decide the question with his hands free. The plaintiff was entitled to judgment; but such judgment would be without costs.—COUNSEL, *Latham, Q.C.*; *J. Simmonds and Theodore Hall Hall*; *Romer, Q.C.*, and *Eustace Smith*. SOLICITORS, *F. B. Carritt*; *Nye, Greenwood, & Moreton*.

COLLINS v. WORLEY—Chitty, J., 5th June.

R. S. C. LXV., 48; XXXVI., 40—REFRESHERS—WITNESS ACTION.

This was a summons to review taxation. It appeared by the registrar's note that the action (which was a witness action) came on for trial from 12.35 to 4 on one day, and on the following day from 10.30 to 12.30, making together five hours and twenty-five minutes. The taxing master had allowed refreshers pursuant to ord. 65, r. 48, but had reduced the fee of the leading counsel from ten guineas to seven guineas, the excess of time beyond the five hours mentioned in the rule being so little, and relying on an unreported decision of *Eardley v. Knight* (1885 E. 1554), where Kay, J., disallowed an objection to the allowance of refreshers when the time of the hearing was five hours and twelve minutes only. The applicant submitted that as the action was commenced at 12.35 one day and concluded at 12.30 the next day, it had not extended over "more than one day" within the meaning of the rule, and, further, that the mid-day adjournment of the court should be deducted from the time said to have been occupied by the trial, in which case the period of five hours would not have been exceeded and refreshers would not be allowable.

CHITTY, J., said that he must take the words "one day" in their ordinary meaning, as meaning the first day of trial. If that were not so the taxing master would have a discretionary power of allowing refreshers

where the trial had been tried in one day, but occupied more than five hours. But that was not so. Although it was the practice to adjourn the court at mid-day for something like twenty minutes, yet that was a mere matter of discretion. Romilly, M.R., used to adjourn for ten minutes, and Jessel, M.R., at first used to adjourn for ten minutes only. But whatever was the length of the adjournment, counsel were, during the adjournment, at the disposal of their clients. They could not go away or take other forensic business, but must hold themselves in readiness. Again, even in witness actions there were often intervals of interruption caused by the sudden intervention of urgent applications. In his view intervals of adjournment were no more to be deducted than intervals of interruption. That view was supported by ord. 36, r. 40, which directed the registrar to note, for the use of the taxing master, merely the commencement and the termination of the trial. He dismissed the summons, with costs.—COUNSEL, *Bousfield*; *Dundas Gardiner*. SOLICITORS, *Hughes, Hooker, & Co.*; *Fowler & Perks*.

BURNABY v. BAILLIE—North, J., 4th June.

LEGITIMACY OF CHILDREN—EVIDENCE—ADMISSIBILITY—DIVORCE FOR ADULTERY OF WIFE—STATEMENTS MADE BY CO-RESPONDENT—EVIDENCE OF HUSBAND—PROOF OF OFFICIAL DOCUMENT IN FOREIGN COUNTRY—EVIDENCE TO CONTRADICT PRESUMPTION OF ACCESS—SETTLEMENT—POWER—FRAUDULENT EXERCISE—JOINT APPOINTMENT BY HUSBAND AND WIFE—POWER OF REVOCATION RESERVED TO HUSBAND ALONE—32 & 33 VICT. c. 68, s. 3—14 & 15 VICT. c. 99, s. 7.

This action raised a question as to the legitimacy of two children of the former wife of the plaintiff. The plaintiff married in 1878. In November, 1886, he obtained a decree nisi for a divorce on the ground of the wife's adultery, and the decree was made absolute on the 17th of May, 1887. The lady had since married the co-respondent. By the settlement made on the plaintiff's marriage a sum of £10,000 was assigned by him to trustees, upon trust to pay the income of the fund to himself during his life, and after his death to his wife, if she should survive him, during her life or until she should marry again, and after the death of the plaintiff and the death or re-marriage of the wife the trustees were to hold the fund on trust for the issue of the then intended marriage, in such manner as the husband and wife should by deed, with or without power of revocation, jointly appoint, and, in default of such appointment, as the survivor should by deed or will appoint, and, in default of such appointment, if there should be more than one child of the intended marriage who, being sons or a son, should attain twenty-one, or, being daughters or a daughter, should attain that age or marry under that age, then the fund was to be in trust for all or both such children in equal shares; but, if there should be only one such child of the intended marriage, as to one moiety of the fund in trust for such only child, and, as to the other moiety, upon the same trusts as were thereafter expressed concerning the entirety of the fund in the event of there being no such child as aforesaid, that trust being (after the determination of the trust for the benefit of the wife) for the plaintiff absolutely. On the 11th of May, 1887, a few days before the decree for a divorce was made absolute, the plaintiff and his wife executed a deed, which was expressed to be in exercise of the power contained in the settlement, and they thereby jointly and irrevocably appointed that, from and after the death of the plaintiff and the death or remarriage of the wife, one moiety of the trust fund should be held in trust for K., the eldest and (as the plaintiff alleged) the only child of the marriage absolutely, if and when she should attain twenty-one or marry under that age, which should first happen, and to be then vested and not before. And by the same deed the plaintiff and his wife jointly appointed the remaining moiety of the fund in the same way, but subject to a power of revocation by the plaintiff alone as to all or any part of the second moiety, and either to permit that moiety, or the part thereof to which the revocation should extend, or any portion thereof respectively, to devolve as unappointed, or to make any new appointment thereof which could be made by him solely in case he had survived the wife. By the same deed the wife irrevocably appointed as from her death a sum of £10,000 which she had brought into settlement to the child K. By another deed, dated the 18th of May, 1887, the plaintiff released and disclaimed all right and power to make any appointment of the funds brought into settlement by the wife, and she released to the trustees of the settlement all the income to which, under the settlement, she would become entitled, in case of her surviving the plaintiff, to receive from the £10,000 brought into settlement by the plaintiff to the intent that that sum should, on the death of the plaintiff, be held on the like trusts as if the late wife were also dead. And by the same deed she renounced and released to the plaintiff all power of appointment over the same £10,000. On the 30th of November, 1887, the plaintiff executed a deed poll, by which he absolutely revoked the appointment of the moiety of the £10,000 secondly made by the deed of the 11th of May in favour of the daughter K., to the intent that that moiety might devolve as if that appointment had not been made, but subject, nevertheless, to any appointment thereof to be thereafter made by the plaintiff. The plaintiff alleged that the daughter K. was the only child of the marriage between himself and his late wife, and that two other children which she afterwards had before the dissolution of the marriage were not his children, and he claimed a declaration that the trustees of the settlement ought to treat one moiety of the investment which represented the £10,000 brought into settlement by him as if there were no child of the marriage. On behalf of the daughter K. reliance was placed on the deed of the 11th of May, and it was objected that in point of law it was not competent for the plaintiff and his wife to reserve such a power of revocation and new appointment as was contained in that deed, and that the power to revoke

was invalid, and that the revocation which the plaintiff purported to make by the deed poll of the 30th of November was void. Several points arose as to the admissibility of evidence. It was proposed to put in evidence some verbal statements made by the adulterer at the time of the birth of one of the children.

NORTH, J., held, on the authority of *The Aylesford Peavage Case* (11 App. Cas. 1), that these statements were admissible, not as proving the truth of the facts stated, but as proof of the conduct of the adulterer, from which the court might infer that he was the father of the child.

It was proposed to call the plaintiff himself as a witness to prove that he was not the father of the two children.

NORTH, J., held that the plaintiff's evidence was not admissible. He thought that the opinion of the Common Pleas Division in *The Guardians of Nottingham v. Tompkinson* (4 C. P. D. 343) justified him in saying that the view taken by Hall, V.C., in *Re Yearwood's Trusts* (5 Ch. D. 544) of the judgment of James, V.C., in *Re Ridout's Trusts* (L. R. 10 Eq. 41), was founded on a misapprehension. Notwithstanding the provisions of section 3 of the Act 32 & 33 Vict. c. 68, which made the evidence of a husband or a wife admissible in proceedings "instituted in consequence of adultery," the old rule remained in force that the evidence of a father was not admissible to bastardize his child.

One of the two children was born at a town in France at which the wife was then living in adultery with the co-respondent. They represented themselves to be husband and wife, and the birth of the child was registered by the co-respondent in the register kept at the *mairie* of the town as the child of himself and his wife. It was proposed to prove this entry by the production of a certified copy, it being also proved that the original register could not be removed.

NORTH, J., held that the register was not, within the meaning of section 7 of the Act 14 & 15 Vict. c. 99, a "judicial proceeding of any court of justice in any foreign State," and therefore that it could be proved by the mere production of an authenticated copy. But he held that the entry could be proved by a witness who had compared the copy with the original, or it might be treated as an "examined" copy.

One of the children was born at a time which was not, according to medical evidence, absolutely inconsistent with its having been begotten during a period of a few days in which the husband might have had access to the wife. But there was evidence that, during that period and for some years before, the husband and wife, though they were living in the same house, had been on very unhappy terms, and she had expressed a great dislike of him. They had for some years occupied separate bedrooms, and she had always locked the door of her room at night in order to exclude him.

NORTH, J., admitted this evidence, and found as a fact that no intercourse took place between the husband and wife during the period in question.

As regarded the deeds of May, 1887,

NORTH, J., held that the plaintiff was not entitled to have a moiety of the £10,000 handed over to him at once. The deed of the 11th of May purported to be an exercise of the joint power of appointment given to the husband and wife by the settlement. They made an irrevocable appointment of £5,000 to the daughter. No one suggested that that appointment was not good, though it was contingent. The other £5,000 was appointed to her in the same way, except that a power to revoke the appointment was reserved to the plaintiff alone. This deed was followed by the deed of the 18th of May, by which the late wife purported to release her power of appointment. His lordship was not satisfied of the validity of these deeds. The object of the arrangement was to enable the plaintiff to receive £5,000 out of the settled funds at once. In his lordship's opinion that was not a legitimate object for the exercise of a power which was intended for the benefit of the issue of the marriage. His lordship was not satisfied that these deeds were not wholly void. Again, if the appointment was good, it was made subject to a power of revocation reserved to the plaintiff alone. No authority had been cited to show that there could be such a delegation of the power to revoke. What was contemplated by the settlement was a revocation by the two, or possibly by the survivor of them. In his lordship's opinion this attempted delegation of the power to revoke was wholly void.—COUNSEL, *Napier Higgins, Q.C., C. H. Middleton, and Alexander Young; Giffard, Q.C., and Methold; Sefton Strickland; Cozens-Hardy, Q.C. SOLICITORS, Sanderson, Holland, & Adkin; The Official Solicitor; Ray & Cartwright; Cookson, Wainwright, & Pennington.*

High Court—Queen's Bench Division.

BANKS v. BULLOCK & CO.—Stephen, J., in Chambers, 6th June.

COSTS—ACTION ON CONTRACT UNDER £50—SUMMARY JUDGMENT UNDER ORDER 14 WITHIN TWENTY-ONE DAYS OF SERVICE OF WRIT—COUNTY COURTS ACT, 1888, s. 116.

The question in this case was whether the plaintiff was entitled to costs on the High Court scale. The action was founded on contract, and was brought in the Birmingham District Registry of the High Court, the indorsement on the writ claiming £45 13s. 1d. Section 116 of the County Courts Act, 1888 (51 & 52 Vict. c. 43), enacts as follows:—"With respect to any action brought in the High Court which could have been commenced in a county court the following provisions shall apply: (1) If in an action founded on contract the plaintiff shall recover a sum less than £50 he shall not be entitled to any costs of the action, and if he shall recover a sum of £20 or upwards, but less than £50, he shall not be entitled to any more costs than he would have been entitled to if the action had been brought in a county court. . . . Provided that if in any action founded on contract the plaintiff shall within twenty-one days

after the service of the writ, or within such further time as may be ordered by the High Court, or a judge thereof, obtain an order under order 14 of the Rules of the Supreme Court empowering him to enter judgment for a sum of £20 or upwards, he shall be entitled to costs according to the scale for the time being in use in the Supreme Court." The plaintiff within twenty-one days of the service of the writ applied under order 14 and obtained judgment for the amount indorsed on the writ, with costs. On the plaintiff bringing in his costs for taxation, the district registrar refused to tax the same, but allowed the sum of £7 as fixed for country cases by Field, J., in the cases of *Bye v. Kirby, Smith v. Sheppard, Gee v. Johnson, and Van Boon v. Gordon* (28 SOLICITORS' JOURNAL, 68). The plaintiff thereupon took out a summons before the judge to show cause why he should not recover his costs as of an action of the High Court, and to refer it to the district registrar to tax such costs, and cited the recent case of *Barker v. Hempstead* (ante, p. 440).

STEPHEN, J., was of opinion that the case cited applied, and made the order asked for.—SOLICITORS, *Milne & Milne, for Geo. Burn Lowe & Sons, Birmingham; Murr & Rusby, for J. S. Sharpe, West Bromwich.*

THE PUBLIC TRUSTEE BILLS.

THE following reports have been prepared by a committee of the Council of the Incorporated Law Society, consisting of Messrs. B. G. Lake (president), Gribham Keen (vice-president), Clabon, Ellett, Frere, Hunter, Hussey, Mills, and Wing, and have been adopted by the council.

THE PUBLIC TRUSTEE BILL, 1889.

The object of this Bill (which is brought in by Colonel Howard Vincent, Mr. Warrington, Sir Albert Rollet, Mr. Anderson, Mr. Bradlaugh, and Colonel Hozier, and is to some extent based on the Public Trust Office Acts, 1872 and 1876, of New Zealand) is shortly stated in the memorandum indorsed thereon. Its result, if it should succeed, would be the establishment of a large central office for the administration and execution, under public officials, of private estates and private trusts. The statement in the memorandum that "the supersession of professional men in relation to trust property is distinctly provided against by the Bill" is somewhat misleading. It is true that under section 8 the public trustee is not to act professionally himself, and is empowered to employ professional men in the execution of the duties of his office. No doubt, however, the public trustee office, like other public offices, would be worked by a special legal staff, and, if successful, would attract to itself much of the general business of solicitors in relation to the administration of estates, the execution of trusts, and the other business which under the Bill the public trustee is authorized to undertake. By section 2 "property" as used in the Bill is to include every kind of property, and every estate or interest thereon; but by section 9, property held on religious or charitable trusts is excluded. Under section 4 "the public trustee" is to be a corporation sole, with perpetual succession and an official seal, with power to hold property "of every description," and other general powers; but it would be well to add special authority for the public trustee to give powers of attorney, under his seal, to do certain things, such as attending a manor court to surrender copyholds, which cannot be conveniently done in his corporate capacity. Having regard to the definition of "property" in section 2, the words "of every description" in section 4 might with advantage be omitted. His appointment is (section 3) to be vested in the Treasury, who have power (section 3) to amalgamate the office with any other office (section 5), to appoint and remove deputies, clerks, officers, and assistants, and (section 6) to fix salaries, which, and the expenses of the office generally, are (section 7) to be paid out of the Consolidated Fund, subject to recoupment by the receipts of the office. Sections 9 to 30 inclusive state the duties which the public trustee may be asked to perform. The Bill is voluntary, and, indeed, tentative; for by section 42 power is given to the Treasury and the Lord Chancellor jointly to abolish the office at any time during five years from the passing of the Act, if, in their opinion, it serves no good purpose, and to wind it up. This section, however, requires a little alteration, as only the office of public trustee would be wound up, and not the trusts, for the continuance of which provision should be made. In the event of such abolition no official will be entitled to claim compensation. The public trustee may (section 9) be appointed trustee of any deed or will, and (section 10) executor of any will; but his consent to act is first to be obtained, and to be recited in every such deed or will, and he is to execute every such deed. He may, however (section 11), accept, by executing a deed poll for that purpose, the office of trustee or executor, even although his previous consent has not been obtained. It is suggested that the necessity, or at any rate the advisability, of obtaining his consent and execution may interfere with the successful working of the Act, especially as to wills, which are often made on an emergency, when no consent could be obtained, and that it would be better not to make the previous consent of the public trustee necessary, but to give him power to disclaim and renounce. This is the effect of the Public Trustee Act, 1880, of South Australia, under which the public trustee can refuse to act only by leave of the court. The Bill, however, as drawn follows in this respect the principle of the New Zealand Acts before referred to. In the fourth line of section 9 "hereby" should apparently be "thereby," and should be limited to the property capable of passing by such deed, and not by will, which can only pass on the death of the testator; and section 26 provides for such property as shares being duly passed by transfer in the ordinary way. In section 11 the acceptance should not be under *hand*, but under the seal of the public trustee, otherwise his appointment must always be duly

proved. Section 12 gives power to the donees or donees of any power of appointment of new trustees to appoint the public trustee as the sole trustee of any instrument, but this power is subject to the consent of all the beneficiaries, if of full age, and if not, or if all do not consent, to the sanction of the Chancery Division. He may be appointed though there is no vacancy, and in the place of all existing as well as retiring or deceased trustees. Under section 15 (which follows section 4 of the New Zealand Public Trust Office Act of 1876), any executor who has obtained probate, or any administrator who has obtained letters of administration, may, with the sanction of the Chancery Division, transfer the estate to the public trustee. Sections 14, 15, and 16 provide that application to the court shall be by petition or summons; that the court may sanction the appointment of the public trustee whether there is a vacancy or not, and though any existing trustee desires to act; that in all cases where it has power to appoint a new trustee, it may appoint the public trustee as sole trustee; and that it may retransfer trust property from the public trustee to any other trustee or person whom it shall direct. Sections 17, 18, and 19 provide that the proper court or a judge may, with the consent of the person or persons entitled to take out administration, grant to the public trustee, upon his application, letters of administration either absolute or limited, and either in his own name or as the attorney of such person or persons; and may also grant to him administration, *durante minoritate*, or for any other limited time; and also administration with the will annexed in cases where he is a trustee of any legacy or share, which, if given to an individual for his own use, would entitle him to a similar grant. These provisions as to taking out administration differ from those of the New Zealand Public Trust Office Acts of 1872 and 1876, under which letters of administration to an intestate may, with certain limitations, be granted to the public trustee at once. Section 20 empowers the court to nominate the public trustee as the Crown's nominee to take out administration to the estates of intestates; and he is to have the same powers, duties, and liabilities with respect to any such estates as are by the Treasury Solicitor Act, 1876, given to the solicitor and assistant solicitor of the Treasury. Section 21 empowers her Majesty, by Order in Council (which (section 22) may be revoked or altered from time to time), to direct that property held by the Crown in trust may be placed under the control of the public trustee. Under section 23 (which follows section 22 of the New Zealand Act of 1872) the public trustee may, with his consent, be appointed committee, guardian of infant, guardian *ad litem*, receiver, or manager. Under section 24 the public trustee, on appointment to any office, is not required to give security, though he is to be subject to the same liabilities as if he had given security—he is always (section 25, which follows section 18 of the New Zealand Act of 1872) to act alone; and when appointed trustee, the trust property (section 26) is to be vested in him by the usual means, and all instruments executed for that purpose are (section 27) to be liable to stamp duty. Sections 28, 29, and 30 enact that the public trustee is to have the same powers, duties, and liabilities, and to be subject to the same control and liability to removal, as an individual trustee—that he is not to hold any investments (other than leaseholds) which are subject to any liability, and that he may apply to or pay money into the court in the same manner as an individual trustee. But on the general policy of the measure the council refer to their observations on the Trust Companies Bill of this session. Sections 31 to 34 relate to the commission to be retained by the public trustee out of the properties transferred to or received by him. Its rate is to be fixed by rules issued by the Treasury; it is to cover such expenses and liabilities as such rules allow. Any balance received beyond what is allowed for expenses is to be paid into the Consolidated Fund, and, in respect of matters not covered by the commission, the public trustee is to retain such costs as would be allowed to an individual trustee. But these provisions are not (section 34) to apply to moneys received by him as receiver or manager, and when so acting he is to receive a commission in accordance with the direction or practice of the court. Section 35 provides that proper accounts of each estate are to be kept; that they are at all times to be open to inspection by the Treasury and the beneficiaries; and that copies are to be provided to beneficiaries at a fixed charge. Section 36 empowers the Treasury to make, revoke, or alter rules under the Act. Such rules are to be laid before Parliament, and are to provide for the following matters:—(a) The establishment of a principal office in London, and of branch offices elsewhere; (b) The constitution and arrangement of the offices, including the appointment of a board of advice to determine what trusts shall be accepted; the conduct of the business in such offices; the custody of trust property; and the receipt, payment, and custody of trust moneys. By the New Zealand Act of 1872 a board of advice is appointed, under whose direction the public trustee acts. (c) The security to be given by the officials for the due discharge of their duties. (d) The rate of commission, and the expenses covered by it, and their payment. (e) and (f) The accounts of the public trustee, and matters connected therewith, and the audit thereof. And (g) the preparation of the annual balance sheets, which are to be laid before the House of Commons. Section 37 empowers the public trustee to advance moneys for administration expenses, at interest at a rate not exceeding four per cent., and provides that such advances and interest shall be a first and paramount charge on the estate. Section 38 (which follows section 40 of the New Zealand Act of 1872) and section 39 provide for the advancement to the public trustee, out of the Consolidated Fund, of moneys required to meet expenses, to be recouped as therein provided; for payment of balances in his hands into the Consolidated Fund; and for recovery from him of moneys improperly expended or not duly accounted for; and section 40 provides that money due from the public trustee is to be recovered as a debt to the Crown. Section 41 (with which section 43 of the New Zealand Act of 1872 may be compared) provides that the public

trustee is to be liable to the beneficiaries in the same manner as, but not further than, an individual trustee; and that any moneys which he may become liable to pay shall be paid in the first instance out of the Consolidated Fund; but (except in cases where the Board of Trade may otherwise order) may be recovered as a debt due to the Crown. On full consideration of the Bill, and having regard to the mode and expenses necessarily attending its working out in detail, it is very doubtful whether any real advantage will be gained by the *causui que trusts*; but on the whole, assuming the policy of the Bill to be sound, it seems well adapted to carry out that policy; and it is in its favour that it is in the main voluntary, and may readily be annulled if after trial it should be found unworkable.

THE TRUST COMPANIES BILL, 1889.

This Bill (which is introduced by Lord Hobhouse) may be considered as in some measure an alternative Bill to the Public Trustee Bill, as it is hardly likely that Parliament would think it advisable to pass both Bills. It is, indeed, one of the arguments put forward on behalf of the advocates of trust companies that, assuming a change in the existing system to be necessary, the choice lies between such companies and a public trust office; and it is further argued that trust companies will effect the objects proposed with less injury to the legal profession, and more benefit to the public generally, than a public office. The arguments, or some of the arguments, for and against trust companies as substitutes for private trustees are stated shortly and clearly in an article which appeared in the *Solicitors' Journal* on January 7, 1888, and which it may not perhaps be out of place to reproduce here:—"On the one hand, as regards trustees, it is urged that a private trustee nowadays runs risks against which he cannot adequately protect himself; that his duties often involve great labour and annoyance, and that he has to submit to these risks, labour, and annoyance without remuneration. This, it is said, is a state of things which might be appropriate to earlier times when trusts were usually simple, but is utterly unfitted to the difficult and complicated trusts now in vogue. As regards beneficiaries, it is urged that trust funds are constantly lost through the negligence or fraud of trustees; that the expense of appointing new trustees will be saved, and the trusts' accounts will be kept with much greater regularity. It is added that trustee companies work well in the United States and in several British colonies, and that there is no reason why they should not work equally well in England. With regard to the interest of solicitors, it is alleged that they will not necessarily be infringed; the company may, like any private trustee, transact its legal business through the local solicitor employed by the creator of the trust. On the other hand, it is pointed out that these companies must necessarily be subject to a conflict of duties; in the interest of their shareholders they must make as much profit as possible; in the interest of their *cestui que trust* they must keep down the expenses of administration. These expenses, it is urged, must necessarily be larger than in the case of trusts administered by private trustees, for, apart from the commission charged by the company, it is to be borne in mind that it will know nothing about the trust estate or the beneficiaries; it will run no risks, and will require every fact to be proved in the same manner as upon an administration by the court. Applications to the court for directions will be multiplied, while the wholesome personal influence of the private trustee on the beneficiaries will be wholly removed. On these grounds it is alleged that the establishment of such companies would not be a gain to the community. And on the ground of professional interest it is urged that, whatever disclaimers may be made of any intention to deprive solicitors in general of a main source of income, the result must be that the trust matters managed by the company will be placed in the hands of a few firms known to and trusted by the directors; or, otherwise, that the selection of solicitors will be regulated upon a Dutch auction principle, of giving the work to the man of good standing who bids lowest." The present Bill is not the first attempt to legislate in the direction of trust companies. In 1854 two Bills having this object in view were introduced into the House of Lords, but without success; and in the session of 1887 two private Bills, the object of which was to enable two named companies to act as trustees, came before the same House, and were not passed, one of the reasons for their failure being, it is believed, that the question was considered to be one which ought to be dealt with by a public Bill. Last year, accordingly, a public Bill, with objects similar to those of the present Bill, was introduced into the House of Lords by Lord Hobhouse, and was rejected; but that such rejection was not considered by the supporters of the Bill as final is shewn by its reintroduction in the present session. The object of the Bill is (as its title shews) to enable companies to act as executors, administrators, and trustees, and in other fiduciary capacities. Section 2 defines a trust company as a company incorporated under the Companies Act for the purpose of acting as executor, administrator, and trustee. Such company may (section 3), when named as executor, either alone or with any other or others, have the power of an individual executor; may (section 4), with the consent of the person or persons entitled to the grant, apply for, and obtain, a grant of letters of administration, and may (section 5) be appointed trustee of any real or personal property, either alone or jointly with any other or others, and, on appointment, the trust property (section 16) is to be vested in the company either alone or jointly. The clause should provide that the directors, or other governing body, may exercise the trusts and discretions on behalf of the company. By sections 6 and 7, the donee or donees of a power of appointing new trustees or any beneficiary may at any time apply to the court to appoint a trust company, and the court may appoint the company as trustee, either solely or jointly with any other or others, if satisfied that such appointment will be beneficial. Every such application is to be dealt with in the same manner as an application under the Trustee Act, 1850. These two sections are

worded somewhat loosely, the reference to the Trustee Act being especially vague. Such reference, however, would seem to determine in the negative a question which, under the wide terms of section 6, would otherwise arise—namely, whether (as in the case of the proposed public trustee) a trust company might be appointed trustee in the place of an existing trustee. It will be noticed that a trust company may act as executor or trustee, and also (section 10) as attorney, jointly with another or others. But, having regard to the subsequent sections (18 and 21) as to the responsibilities and remuneration of the company, it is hardly possible that it can so act, and it is submitted that the Bill requires amendment in this respect. It may be added that the Public Trustee Bill provides that the public trustee shall always act alone, and it does not seem to be contemplated by the trust companies authorized by the statutes of the colony of Victoria (*see* "The Executors Company's Act, 1878," and "The Union Trustees, Executors, and Administrators Company Act, 1885," upon which the present Bill would seem to be in some manner based) that such companies should act in conjunction with any other person or company. Sections 8 and 9 authorize the appointment of a trust company as receiver, manager, committee, administrator *pendente lite* and trustee in bankruptcy. There would seem to be no reason why this list of offices there should not be added the office of liquidator, whether official or voluntary. Under section 10 a trust company may, by deed, be appointed attorney, either alone or jointly with any other or others, and all the powers of any such deed may be exercised by the manager and any director, or by any two directors. Section 11 authorizes the court or a judge to accept the bond of a trust company as sufficient security for an administrator, liquidator, receiver, manager, committee, or trustee in bankruptcy; a provision which, if the Bill should pass, would be of service. Sections 12, 13, and 14 deal with the capital of and the deposit to be made by a trust company by way of security. The provisions of the Bill are not to apply to any company which has not a "subscribed" capital of at least £100,000 minimum. The capital is scarcely sufficient, and the council suggest that a subscribed capital of not less than £500,000 should be substituted. Of this capital £100,000 at least is to be paid up, and deposited in the Chancery Division, and invested in court securities; and the Board of Trade may direct this deposit to be increased. The deposit is to be treated and dealt with in the same way as other moneys in court, but is not to be returned to the company except under a winding up. By section 15, when a trust company applies for probate or administration, an affidavit by its manager or assistant-manager is to be accepted; and by section 17, where it is appointed administrator, receiver, manager, or committee, it is not to give any security beyond its bond, unless the court directs otherwise; and, if appointed trustee in bankruptcy, it is not to give any security unless the Board of Trade direct otherwise. By section 18, a trust company holding any office under the Bill is to have the same powers, and be subject to the same liabilities and control and process of court (including liability to removal from office) as an individual holding the same office; and all its capital and assets are to be liable for its due discharge of the duties of the office; and the deposit is to be liable to make good losses in priority to the company's liability to its ordinary creditors. Section 19 provides that the duties of the office may be discharged by its manager or other authorized representative, and that the directors and manager are to be personally liable, by attachment or other process, for the proper discharge by the company of its duties. It may be doubted whether the last part of the section will not effectually prevent the provisions of the Bill from coming into general use, for no director could be expected to accept such serious risk, or to embarrass himself and after his death his personal representatives with what will amount to participation in every trust accepted by the company. Sections 20 and 21 deal with the remuneration of the company. Its charges are to be fixed by the articles, and it may retain its remuneration out of the property which it administers or receives, in addition (unless otherwise agreed) to all costs, charges, and expenses properly incurred. Section 22 provides that if, by a will or settlement under which a trust company acts as executors or trustees, any solicitor be appointed to conduct the legal business of the estate, such solicitor is to act therein accordingly. But in that case the company is not to be liable for the solicitor's misconduct, and he may for good cause be removed by the court on the application of the company or a beneficiary. This clause is contained in both the Acts of the Colony of Victoria before referred to, and is no doubt intended, like paragraph 8 of the Public Trustee Bill, to protect the interests of the profession. Having regard, however, to the cases of *Eley v. The Postive, &c.* (1 Ex. D. 88) and *Foster v. Elsiey* (19 Ch. D. 518), it is open to doubt whether the protection held out by the paragraph will be of much avail. Sections 23, 24, and 25 relate to the trust company's accounts. Before the 1st of March in every year they are to be properly audited, and a copy of the auditor's report, and also a general statement of accounts, made up to the end of the previous year and duly signed, sent to the Registrar of Joint Stock Companies. The Board of Trade may also at any time appoint an auditor, and inspect the company's books. It should also be provided (as is provided by section 35 of the Public Trustee Bill) that the accounts and books of the company relating to any particular estate should always be open to inspection by any beneficiaries; and that they should be entitled to a copy of such accounts at a fixed charge. Section 26 provides that any beneficiary may at any time apply to the Chancery Division by summons without action for an account of the company's remuneration and charges, and the court may make such order as to costs, or otherwise, as may be just. It is submitted that this section is either not wanted at all, or does not go far enough. By section 18 a trust company is to be subject to the same control and process of court as an individual, and would presumably, therefore, be liable to an account in respect of costs, as well in respect of other matters connected with the trust. But if a special provision is required to render it liable to an account for costs, some provision is presumably also required to render it liable to account generally. It is

submitted that section 18 is sufficient, and that section 26 is not required. Section 27 deals with funds unclaimed for six years after the period of distribution; they are to be paid into court, and invested and accumulated by the Paymaster-General, who (section 28) may, if necessary, apply to the Chancery Division for an account of any unclaimed funds. By section 29 any person claiming to be interested in any unclaimed funds may apply to the Chancery Division for payment thereof. Sections 30 to 32 inclusive deal with the penalties to be imposed for breach of the requirements of the Act, and for their recovery; and section 33 provides that, so long as any property in respect of which a trust company holds any such office as aforesaid remains unadministered, either wholly or in part, the company is not to be wound up except compulsorily or under the supervision of the court. It remains to report on the comparative merits of the two Bills. While, on the one hand, the Public Trustee Bill strikes the reader as being drawn more carefully and correctly, and as less likely to lead to question, on the other hand it interferes more with the present management of trust offices, and is open to objections from which the other Bill is free; for while both Bills are open to objection on the grounds of expense and delay, pointed out by the article above quoted, the Public Trust Bill will surround the administration of the public trustee with all the vexatious routine and delays which seem inseparably connected with a Government office. Under neither Bill can the management of trust offices be conducted with the same speed and smoothness as in the hands of private individuals, for no possible risk will be run, and no question of the slightest difficulty decided without an appeal to the court. But these difficulties, though common to both Bills, cannot fall to be intensified by the unbending forms and regulations of a public office; and it may well be doubted whether the advantage of having the trust funds secured by the State will not be purchased too dearly by the *causis quo trust*. It may also be open to question whether, having regard to the Trustee Act of last session, and the Trust Funds Investment Bill now before Parliament, either Bill is really required. There would seem to be no pressing demand for either; and those who do demand the one or the other may well be asked to wait until it is seen whether the difficulties which led to their demand have not been or are not being removed by the legislation above referred to.

LAW STUDENTS' JOURNAL.

BAR GENERAL EXAMINATION.

EQUITY.

Trusts.

1. What is meant by a "resulting trust"? It has been stated that this is "a species of implied trust." Is this statement accurate? and, if not, why not? (Underhill's Law of Trusts and Trustees, p. 13.)
2. What is a "precatory trust"? A testator bequeathed certain funds to A., "well knowing that she will make a good use of them, and apply them in accordance with my views and wishes." Do the words between inverted commas create a trust or not? Give reasons for your opinion. (Underhill, pp. 20, 32, and 33.)
3. A trustee disposes of a portion of the trust property in breach of trust. The person in whose possession the property is found claims it as his own. What has he to prove in order to maintain this claim, when the property consists of (a) real estate, (b) chattels real, (c) moveable chattels, and (d) choses in action? (Underhill, pp. 471 and 472.)
4. Real estate is conveyed by way of settlement to A.B. and his heirs, to the use of C.D. for life, remainder to the use of the first son of C.D. in tail, remainder over. The settlement contains no power of sale. C.D., being still unmarried, is desirous of selling a portion of the property. What steps must he take to enable him to do so? (Settled Land Act, 1882, s. 56 (11).)

Partnership.

5. Define a partnership. What is the true test whether any given business relation does or does not constitute a partnership? (Pollock, pp. 5, 12, 13, and *Walker v. Hirsch*, 27 Ch. D. 462, *Coz v. Hickman*, 8 H. L. C. 268.)
6. Are there any, and what, parts of the debtor's interest in the property ordinarily belonging to trade partnerships which cannot be sold by the sheriff in an execution against one of the partners? (Lindley, pp. 356, 358, 360.)
7. What are the principal provisions of the Act "to amend the Law of Partnership" (28 & 29 Vict. c. 86)? (Pollock's Partnership, p. 9.)

Specific Performance.

8. To what classes of parol contracts does the rule, by which specific performance will be decreed on the ground of part performance, extend? (*Britain v. Rossiter*, 11 Q. B. D. 123.)
9. What—with reference to the doctrine of specific performance—is the effect of an agreement in writing to "enter into a binding agreement" to accept a lease of real estate, the terms of the contract sufficiently appearing in the written document, and the contractor refusing to execute any other? (Fry, p. 123, *Brett's Leading Cases in Modern Equity*, p. 95.)
10. What is the extent of the remedy of a purchaser of real estate who has incurred damage—in addition to his expenses—from delay in the completion of the purchase, such delay having arisen from *bona fide* inability to make a good title on the part of the vendor? (*Dart's Vendors and Purchasers*, 1081.)

LEGAL NEWS.

OBITUARY.

Mr. HENRY BEARCROFT, solicitor, of Droitwich, died on the 20th ult. after a long illness. Mr. Bearcroft was the youngest son of Mr. Edward Henry Bearcroft, of Mere Hall, Worcestershire, and was born in 1822. He was admitted a solicitor in 1844, and he had ever since practised at Droitwich. He had a large private practice, and he was for forty-two years clerk to the Droitwich Board of Guardians. Mr. Bearcroft leaves a widow and three children. He was buried at Hanbury on the 31st ult.

APPOINTMENTS.

Mr. JOSEPH RICHARDSON, solicitor, of Bradford and Eccleshill, has been appointed Clerk to the Eccleshill Local Board. Mr. Richardson was admitted a solicitor in 1885.

Mr. ALBERT PLATTS, solicitor, of Bingley, has been appointed Clerk to the Bingley Local Board. Mr. Platts was admitted a solicitor in 1884.

Mr. VALENTINE STAPLETON, solicitor, of Stamford and Market Deeping, has been elected an Alderman for the Borough of Stamford. Mr. Stapleton has been twice mayor of Stamford. He was admitted a solicitor in 1863.

Mr. WILLIAM TUCKER BLATCHFORD, solicitor, of Stratton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. STEPHEN GATELEY, solicitor, of Birmingham, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. ARTHUR BURGESS CROSBY, solicitor (of the firm of Crosby, Farmer, & Crosby), of Stockton & Norton, has been appointed a Magistrate for the Borough of Stockton. Mr. Crosby was admitted a solicitor in 1884.

Mr. ROBERT DOBSON, solicitor, of Warrington, has been appointed Deputy-Coroner for the Honour of Halton. Mr. Dobson was admitted a solicitor in 1882.

Mr. ROBERT HENRY LOGAN, barrister, has been appointed to act as Registrar of the Supreme Court of the Colony of British Honduras. Mr. Logan is the eldest son of Mr. Robert Logan, of Earleton, Berwickshire. He was educated at Balliol College, Oxford, where he graduated second class in Jurisprudence in 1881, and he was called to the bar at the Middle Temple in November, 1884.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

ANDREW GIBSON PHILLIPS and HENRY JOHN OSBORNE, solicitors (Phillips, Osborne, & Phillips), Shifnal. June 3. [Gazette, June 7.]

GENERAL.

It is stated that the Lord Chief Justice, hearing that on Monday the arbitrators in *Chelwynd v. Durham* had sat on the bench, telegraphed to the superintendent to forbid the further use of the court. Explanations and apologies were, however, offered, and at the eleventh hour Lord Coleridge telegraphed his permission for the use of the court, on condition that the arbitrators did not sit upon the bench.

The *St. James's Gazette* says that the effects of Mr. Joseph Dodds, the ex-M.P. for Stockton-on-Tees, have just been sold off at Ragworth Hall, Norton, and among the articles were several silver trowels and wooden mallets with silver plates which had been presented to the exemplary legislator when he laid the foundation-stones of various Dissenting Chapels. Mr. Dodds is believed to have gone to Spain, whence he proceeded to Morocco.

For the purpose of giving effect to the provisions of the Patents, Designs, and Trade-Marks Act, 1888, relating to the registration of patent agents, the Board of Trade, by virtue of the said Act, have issued a set of rules, twenty-three in number. These rules determine, *inter alia*, the register to be kept and its contents, the registration of persons who were patent agents prior to the passing of the Act, the final qualifying examination for registration, exemptions of pupils, inquiry by Board of Trade before erasure of name from register, and directions as to the hearing of appeals.

Mr. G. B. Gregory writes to the *Times* to call attention to the portion of the Land Transfer Bill which provides that on the death of an owner his land shall, notwithstanding any testamentary disposition, vest in his personal representatives, and that in cases of intestacy the land shall be divisible as if it were personal estate. "By the first of these provisions," he says, "the personal representatives will, until there be a transfer to the heir or devisee, be the owners of the estate for all purposes. They will have to manage it, arrange with tenants, receive rents, or carry on the cultivation of it if it is in hand. In fact, the devisee will have no right to reside in what is really his own house. It is true that the representatives are to hold the land as trustees for the beneficial owner, but they will have to see to the payment of succession duty, debts, and legacies. This may involve their retention of the estate and perception of the rents for two or three years. At all events there must be a considerable interval between the death of a testator and the actual occupation of an estate by the beneficial owner, it being in the meantime in the hands of those who may be entire strangers to him, and from whom he is to acquire it by a transfer, I presume by deed. As regards the division of the property in cases of intestacy, I fear this must lead either to the sale of it or to great expense in the partition, the cumbersome and costly nature of that process being well known to every practitioner."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON		APPEAL COURT		MR. JUSTICE		MR. JUSTICE	
No. 2.		No. 2.		KAY.		CHITTY.	
Date.							
Monday, June	17	Mr. Carrington	Mr. Beal	Mr. Beal	Mr. Beal	Mr. Beal	Mr. Beal
Tuesday	18	Jackson	Leach	Leach	Leach	Leach	Leach
Wednesday	19	Carrington	Beal	Beal	Beal	Beal	Beal
Thursday	20	Jackson	Leach	Leach	Leach	Leach	Leach
Friday	21	Carrington	Beal	Beal	Beal	Beal	Beal
Saturday	22	Jackson	Leach	Leach	Leach	Leach	Leach
		MR. JUSTICE		MR. JUSTICE		MR. JUSTICE	
		NORTH.		STIRLING.		KEENEWICH.	
Monday, June	17	Mr. Pemberton	Mr. Clowes	Mr. Clowes	Mr. Clowes	Mr. Clowes	Mr. Clowes
Tuesday	18	Ward	Koe	Koe	Koe	Koe	Koe
Wednesday	19	Pemberton	Clowes	Clowes	Clowes	Clowes	Clowes
Thursday	20	Ward	Koe	Koe	Koe	Koe	Koe
Friday	21	Pemberton	Clowes	Clowes	Clowes	Clowes	Clowes
Saturday	22	Ward	Koe	Koe	Koe	Koe	Koe

COURT OF APPEAL.

Appeal Court, I.

Final and interlocutory appeals from the Queen's Bench Division, the Probate, Divorce, and Admiralty Division (Admiralty), and the Queen's Bench Division sitting in Bankruptcy.

Tues, June 18	App. mots. ex pte—orgl. mots.—and apps. from ords made on interlocutory mots
Wednesday 19	Q B Interlocutory Appeals continued
Thurs. 20	Apps from the Q.B. Final List
Friday 21	Bkcy apps and apps from Q B final list
Sat. 22	Apps from Q B final list
Mon. 23	Apps from Q B final list
Tuesday 24	Apps from Q B final list
Wednesday 26	App. mots. ex pte—orgl. mots.—and apps. from ords made on interlocutory mots and apps from the final list if required
Thurs. 27	Apps from Q B final List
Friday 28	Bkcy apps & apps from Q B Final List
Saturday 29	Apps from the Q B final list
Monday, July 1	Apps from the Q B final list
Tuesday 2	Apps from the Q B final list
Wednesday 3	App. mots. ex pte—orgl. mots.—and apps. from ords made on interlocutory mots and apps from final list if required
Thursday .. 4	Apps from the Q.B. Final List
Friday 5	Bkcy apps and apps from Q B final list
Sat. 6	Apps from the Q. B. Final List
Mon. 7	Apps from the Q. B. Final List
Tuesday 8	Apps from the Q. B. Final List
Wednesday 10	App. mots. ex pte—orgl. mots.—& apps from ords made on interlocutory mots and apps from final list if required
Thursday 11	Apps from the Q.B. Final List
Friday 12	Bkcy apps and apps from Q B final list
Sat. 13	Apps from Q B final list
Mon. 14	Apps from Q B final list
Tuesday 15	Apps from Q B final list
Wednesday 17	App. mots. ex pte—Orgl. mots.—& apps from ords made on interlocutory mots and apps from final list if required
Thursday 18	Apps from the Q.B. Final List
Friday 19	Bkcy apps & apps from Q B Final List
Sat. 20	Apps from the Q.B. Final List
Monday, 21	Apps from the Q.B. Final List
Tuesday 22	Apps from the Q.B. Final List
Wednesday 24	App. mots. ex pte—orgl. mots.—and apps from ords made on interlocutory mots and apps from final list if required
Thursday 25	Apps from Q B Final List
Friday 26	Bkcy apps & apps from Q B Final List
Sat. 27	Apps from the Q.B. Final List
Mon. 28	Apps from the Q.B. Final List
Tuesday 29	Apps from the Q.B. Final List
Wednesday 31	App. mots. ex pte—orgl. mots.—and apps from ords made on interlocutory mots and apps from final list if required
Thurs, Aug 1	Apps from Q B final list
Friday 2	Bkcy apps and apps from Q B final list
Sat. 3	Apps from Q B final list
Monday 4	Apps from Q B final list
Tuesday 5	Apps from Q B final list
Wednesday 7	App. mots. ex pte—orgl. mots.—and apps from ords made on interlocutory mots & apps from general list if required

Thursday .. 8	Apps from Q B final list
Friday 9	Bkcy apps and apps from Q B final list
Saturday 10	Apps from Q B final list
Monday 12	Apps from Q B final list

N.B.—Admiralty Appeals, with assessors, are taken in Appeal Court I. on specially appointed days.

Appeal Court, II.

Final and interlocutory appeals from the Chancery, and Probate, Divorce, and Admiralty Divisions (Probate and Divorce), and the County Palatine and Stannaries Courts.

Tues, June 18	App. mots. ex pte—orgl. mots.—and apps. from ords made on interlocutory mots (sep list) & apps from general list
Wed. 19	Apps from Chan gen list
Thurs. 20	County Palatine Apps
Friday 21	Apps from the Chancery General List
Saturday 22	Apps from the Chancery General List
Mon. 23	Apps from the Chancery General List
Tues. 24	Apps from the Chancery General List
Wednesday 26	App. mots. ex pte—Original mots—apps from ords made on interlocutory mots (sep list) & apps from gen list if required
Thursday 27	Apps from the Chancery General List
Friday 28	Apps from the Chancery General List
Saturday 29	Apps from the Chancery General List
Mon. 30	Apps from the Chancery General List
Tuesday 1	Apps from the Chancery General List
Wednesday 3	App. mots. ex pte—original mots—appeals from ords made on interlocutory mots (sep list) & apps from gen list if required
Thursday 4	County Palatine Apps, and if necessary apps from the Chan Gen List
Friday 5	Apps from Chan gen list
Sat. 6	Apps from Chan gen list
Mon. 7	Apps from Chan gen list
Tues. 8	Apps from Chan gen list
Wednesday 10	App. mots. ex pte—original mots—appeals from ords made on interlocutory mots (sep list) & apps from gen list if required
Thursday 11	Apps from Chan gen list
Friday 12	Apps from Chan gen list
Saturday 13	Apps from Chan gen list
Monday 14	Apps from Chan gen list
Tuesday 15	Apps from Chan gen list
Wednesday 17	App. mots. ex pte—original mots—appeals from ords made on interlocutory mots (sep list) & apps from gen list if required
Thursday 18	Apps from Chan gen list
Friday 19	Apps from Chan gen list
Sat. 20	Apps from Chan gen list
Mon. 21	Apps from Chan gen list
Tuesday 22	Apps from Chan gen list
Wednesday 24	App. mots. ex pte—original mots—appeals from ords made on interlocutory mots (sep list), and apps from general list if required
Thursday 25	Apps from the Chancery General List
Friday 26	Apps from the Chancery General List
Sat. 27	Apps from the Chancery General List
Monday 28	Apps from the Chancery General List
Tuesday 29	Apps from the Chancery General List
Wednesday 31	App. mots. ex pte—orgl. mots.—apps. from ords made on interlocutory mots (sep list), and apps from general list if required
Thurs, Aug 1	County Palatine Apps, and if necessary apps from the Chan Gen List
Friday 2	Apps from Chan gen list
Saturday 3	Apps from Chan gen list
Monday 4	Apps from Chan gen list
Tues. 5	Apps from Chan gen list

On other days Actions transferred for Trial only will be taken in the order in the Cause List. Those not ready for Trial in that order will be placed in a Deferred List and not taken until the others have been disposed of.

Causes for Trial (without witnesses).
 In re David Hoskins' Trusts Hoskins
 v Nash adj sums (order 55) pt hd
 In re George Wooton, dec Donni-
 thorne v Doudney (admn) adj
 sums for exon of deed by trustees pt
 hd
 In re C Pearson, dec In re W C
 Pearson, dec Pearson v Leonard
 act
 Philpott v Morewood act & m f j
 In re R W Flint, dec Flint v Flint
 act
 London and Tilbury Lighterage Co Ltd v
 London & India Docks Joint Com-
 mittee action without pleadings
 (by order)
 Ward v The Royal Exchange Shipping
 Co (Harrison's claim) adj sums
 In re Dallas's Estate Phillips v Young
 A G Dallas's devisees and legatees
 (administration) adj sums
 In re A G Dallas's Estate Dallas v
 Young adj sums for payment over
 of sum of moneys to trustees
 In re Metropolitan Music Hall Co, ld
 expte liquidator adj sums (com-
 promised)
 In re Sarah Campbell & Metropolitan
 Board of Works adj sums for pay-
 ment of fund

Before Mr. Justice NORTH.
Causes for Trial (with witnesses).
 Jenkins v Williams act
 In re Prytherch Prytherch v Williams
 act
 City Bank Ltd v Thompson act (restored)
 Jenkins v Bishop act
 Prytherch v Bishop act
 Bishop v Lewis act
 Steer v Hall Steer v Hall act con-
 solidated
 Kelly v Heathman act & sums
 Jeppe v Wigham Richardson & Co act
 White v Solomons act

Causes for Trial (without witnesses)
 Best v Beste m f j
 Earl of Aylesford v Earl Poulet act
 (not before Nov 20)
 Thomas v Thomas act
 In re Oliver Townshend v Baxter act
 Smithett v Hesketh, Bart act
 Clifford v St George's House, ld m f j
 (short) (last short cause day in July)
 In re Westwood Westwood v West-
 wood act (not before affidavits filed)
 Berridge v Berridge (sp case)
 In re The Metropolitan Coal Con-
 sumers' Association, &c Ex parte E
 Constance motn
 In re the same Assocn Ex parte J
 Brown motn
 Middleton v Middleton act
 Hambridge v Roach m f j (short)
 Chapman v Harding m f j (short)

Before Mr. Justice STIRLING.
Causes for Trial (with witnesses).
 Sheffield, &c, Bldg Soc v Aislewood
 act
 Stronsberg v McGregor act
 Follows v Whitlock act
 Jones v Lotts act

(All the above Lists to be continued.)

QUEEN'S BENCH DIVISION.

TRINITY SITTINGS, 1889.

Appeals and Motions in Bankruptcy.

APPEALS from COUNTY COURTS for hearing before a DIVISIONAL COURT
 Sitting in Bankruptcy.

In re Hopkins Expte Official Receiver	} ready for hearing
In re Shurly Expte Shurly part heard	
In re Cook Expte Cook part heard	
In re Hartley Expte Lloyd's Banking Co ld	} ready on June 18
In re Duce & Duce Expte Duce, J	
In re Hunt Expte Gatehouse	
In re Breeden & Co Expte Breeden, W T	} ready on June 25
In re Ashton, W Expte Ashton	
In re Swaine Expte Bradford Banking Co	

MOTIONS in BANKRUPTCY for hearing before Mr. Justice CAVE.

In re Turner Expte Brown v Turner
 In re Marks Expte C O R v Marks
 In re Arnott Expte Barnard v Fulbrook
 In re Lopes Expte Hardaway v C O R
 In re Bradbrook Expte Hawkins v Guardians of Bethnal Green
 In re Herepath & Delmar Expte Ogle v Gregson
 In re Britton Expte C O R v Richardson
 In re Moor Expte Wilding v Wickenden

Barnett v Simpson act
 Charig v Fox act
 Trustees of G Galland (bankrupt) v
 Darbyshire act
 Talbot v Evans
 Holford v Holford act & sums
 Sheldon v Bagley act, wits

**Causes for Trial without Witnesses
 & Adjourned Summonses.**
 In re The Credit Co ld & Co's Acts
 adj sums
 In re Blumberg & Co, ld, & Co's Acts
 adj sums (not before July 15)
 Worrell v Davis (pltt) adj sums
 Worrell v Davis (deft) adj sums
 Hoath v Burr act
 In re the Nottingham Malleable Iron
 Cold Expte J. J. Kelly adj sums
 (not before July 17)
 In re Smart & Royle & V & P Act
 adj sums
 In re Popplewell Hainsworth v Smart
 question of law
 In re Berridge Turner v Berridge
 adj sums
 In re Carruthers Carruthers v Hough
 act
 In re Wells Hardisty v Wells adj
 sums

Before Mr. Justice KEKEWICH.
 Adjourned summonses.
 (For Mr. Justice Stirling.)
 In re Brown Brown v Gordon adj
 sums pt hd
 Giles v Nuthell Davis v House Imprt
 & Supply Assocn adj sums
 In re Brown Walsh v Brown claim
 Phillips v Cayley adj sums

Causes for Trial (with witnesses).
 Earl of Icheester v Rashleigh act (15
 July)
 Williams v Hudson act 18 June
 Strong v Stringer act
 Davies v Stamford (not before 2 July)
 Burroughs v Wellcome act
 Hurtig v Lehman act
 La Societe Generale de Paris v Col-
 ladedon act
 Bouchette v Consol. Credit & Corpn
 act
 Ecclesl. Comm. v Bridger act (not
 before 1 July)
 In re Frost Frost v Booth act (18
 June)
 In re Jordan Serjeantson v Stokes
 act Stokes v Serjeantson act 25
 June

Transferred from Justices CHITTY,
 NORTH, and STIRLING, for trial or
 hearing only—by order, dated 29
 May, 1889.

Stone v Dimmer act
 Wilkins v Marchant act & m f j
 Freeman v Freeman act
 Brennan v Scholld act (Michaelmas
 Sittings)
 Norfolk v Keene act & m f j
 Stevens v Petty & Wife act
 In re Stone, dec Hicks v Stone act
 & m f j

Hart & Son Expte Hart, J jun App under the Act of 1869 from County Court
 of Coventry

NEW TRIAL PAPER.

For Argument.

1889.

Set down 1st April Cardiff Thomas v Jenner Def in Person Justice Gran-
 than
 Set down 10th April Leeds Hebden & ors v Hargreaves Hargreaves v Hebden
 & ors Mr Forbes for Hargreaves Same v Same m f j Justice Denman
 Set down 11th April Middlesex Warner v Bd of Wks for Wandsworth District
 Mr Waddy Justice Field
 Set down 15th April Middlesex Kitchener v Gaynor Mr Atherley Jones
 Justice Manisty
 Set down 16th April Middlesex Emanuel v The Vichy Co Baron Pollock
 Set down 18th April Middlesex Tatam v Hasler & anr Mr H D Greene
 Justice Field
 Set down 26th April Birmingham Littley v Birmingham & Aston Tram Co, ld
 Mr Stubbins Baron Pollock
 Set down 6th May Middlesex Finegan v L & N W Ry Co Mr Candy L C J
 of England
 Set down 8th May Middlesex Boulton, Maynard, & Co v Beguinot Mr Pyke
 Justice Wills m f j to be argued with this motion
 Set down 13th May Middlesex Jackson & Wye v Nash Mr Kemp Justice
 Wills
 Set down 13th May Middlesex Kurz v Nash Mr Rolland Justice Wills
 Set down 15th May Middlesex Mitchell v Simpson Mr Winch Justice
 Manisty
 Set down 16th May Middlesex Henderson v Coulson Mr Terrell L C J of
 England
 Set down 17th May Middlesex Wagner v Coulson Mr Lockwood Justice
 Denman
 Set down 17th May Middlesex Army & Navy House Furnishing Co v Graham
 & ors Mr Candy for defts Graham & Lane Justice Wills
 Set down 17th May Middlesex Army and Navy House Furnishing Co v Graham
 & ors Mr Collins for deft Smith Justice Wills
 Set down 21st May Middlesex Scherer v Kuypers Mr Winch Justice Hawkins
 Set down 21st May Middlesex Steedman v Hakim Mr Jelf Justice Wills
 Set down 23rd May Middlesex Baines v Clarke Mr Waddy Justice Denman
 Set down 24th May Middlesex Wardill v Clark Mr Abrahams Justice Wills
 Set down 29th May Middlesex Wortham v Towne Mr Finlay Justice Manisty
 Set down 29th May Middlesex Smith v Wool Mr Cook Justice Wills
 Set down 3rd June Middlesex Boaler v Brodhurst & ors Pitt in person Justice
 Denman
 Set down 4th June Liverpool Edwards v Pearson & Knowles Coal and Iron
 Co, ld Mr Pickford F A Bosanquet, Esq, Q.C., Commissioner
 Restored June 6 Gloucester Total Loss Mutual Steamship Insurance Co v Butt
 Baron Huddleston To be argued with Special Case
 Set down 6th June Middlesex Gillett v Governor and Co of Bank of England
 Mr Philbrick Justice Denman
 Set down 8th June Middlesex Thomas v Hawkins Mr Greene Justice Hawkins

SPECIAL PAPER.

For Argument.

1889.

Set down 6th May Due 11th May Hanbury & Co In re Arbitration between
 London, Tilbury, & Southend Railway Co and Trustees of Gower's Walk
 School Special case
 Set down 30th May Due 4th June Torr & Co Total Loss Mutual Steamship
 Insurance Co v Butt Special case Motion for New Trial No. 25, to be argued
 with this case
 Set down 4th June Due 18th June Ross & D. N. Stowell (trading, &c) v
 Gatehouse Special case

OPPOSED MOTIONS.

For Judgment.

Hind v Churchill & ors (heard before Justices Field and Cave 30th May)
 Higgins v Woodhall (heard before Justices Field & Cave 6th June)

For Argument.

Lancaster v Byford & ors S O till after decision in Lancaster v Clarke
 Raphael v Marks pt hd before Justices Field & Cave S O for report of referee
 In re Arbitration between Kirk & anr & The East and West India Dock Co pt
 hd before Justices Denman & Stephen S O for notice
 In re Same S O for notice
 In re a Solicitor & In re Monk (an unqualified person) Expte Incorporated Law
 Soc
 In re a Solicitor Expte Incorporated Law Soc
 Vague v Davy
 Kelso v Golasmid & ors
 Same v Same
 Hamilton & Co v Mackie & Sons
 Boulton, Maynard, & Co v Beguinot to be argued with motion for new trial,
 No 9
 Baker v Salomons
 Simpson v Rendall
 Hall v Marten & anr
 Firmin & Sons v International Club
 Fox v Bowden & anr
 Power v Moore & ors
 Miller v Lamb
 Lidgold v Robinson
 Piccirillo v Di Luggo & anr
 Hughes v Jones
 Fleming v Dollar
 Gibson v Evans
 Hind v Smith & ors
 Same v Same
 Same v Same
 Same v Same
 Same v Same

Bousfield v Walthamstow Local Board
 Lynes v Murchison & Co
 Same v Same
 Same v Same
 Christopher v Smith & ors
 Same v Same
 Same v Same
 Same v Same
 Same v Same
 Townsend v Jones
 O-born v Hull Street Tramways Co
 Rawle v White
 Emerson v Joint Stock Association, ld
 The Tharles Sulphur & Copper Co ld v The Societe Industrielle et Commerciale
 des Metaux
 Holmes v Cardigan & anr
 Seston v Deerpur
 Parnell v Walter & anr
 Hannett & Co v Burr
 Same v Same
 Twynam v Huggins
 Mirabita v Puccard & ors
 Mills v Arnold
 Weaver v Gibbs and anr
 Moorhouse v Gregory
 Higgins v Woodhall & anr
 Hutt & anr v Lunt & ors
 In re Hadley, a Solr, Expte Brown
 Hartley v Wheatley (Rogers, landlord)
 Still v Smith
 Salter & Sons v Rastley
 Emerson v Joint Stock Association, ld
 Rogers, Son, & Co v Lambert & Co
 Rands v Brown

CROWN PAPER.

For Judgment.

Cambridge Great Eastern Ry Co v Cambridge Improvement Commissioners
 Magistrate's case Argued Feb 2, cor Lord Coleridge & Mr Justice Hawkins

For Argument.

Essex The Queen v Commrs of Sewers for Fobbing, &c Nisi for attachment
 for not returning preceptory writ
 Kent The Queen v Reiman, Dist Surveyor N E Deptford (expte Gen Steam
 Navigation Co) nisi for mandamus to enforce provisions of Met Bldg Acts
 London Marshall & ors v Gray, Dawes & Co County Court Dft's app
 Middlesex, Bow Constain & anr v Hill (Fearn, clmt) County Court Plt's app
 Derbyshire May r &c, of Burton-upon-Trent v Churchwardens, &c, of Egging-
 ton & ors Quarter sessions, 12 & 13 Vic c 45, s 13 case stated by arbitrator
 Same Same v Burton-upon-Trent Union & Churchwardens, &c, of Stretton
 Quarter Session, 12 & 13 Vic c 45 s 13 case stated by arbitrator
 Surrey, Southwark Walker & Wife v Hobbs & Co County Court Dft's app
 Norfolk, Swaffham Oldfield & ors v Currey & anr County Court Plt's app
 Lancashire The Queen v W. Birtwistle & ors Jj &c. & M. A. Duckworth (expte
 B. T. Duckworth) Nisi to state case
 Cumberland, Carlisle Read v Cowen, Sheldon & Co County Court Dft's app
 York-hire, Huddersfield Holland v Brook & anr County Court Plt's app
 Middlesex, Westminster In re County Courts Act, 1888 In re Trusts of Settlement,
 &c In re a Mortgage between McWade & Pugh (Etherington's app)
 County Court
 Glamorganshire, Swansea Richards & Cj v East Dock Marine Engineering Co
 (Williams, clmt) County Court Plt's app
 Same Ardern & ors v Same (Williams, clmt) County Court Plt's app
 Same Dyne & ors v Same (Williams, clmt) County Court Plt's app
 Kent, Ramsgate The Queen v Whiteley (expte Whiteley) nisi for order against
 individuals of Town Council for costs of certiorari
 Surrey, Lambeth Tower Furnishing, &c, Co v Hinks & anr County court
 plt's appeal
 Middlesex, Brompton Eyre v Smith County court plt's appeal
 London: Blackmore v Elkan & Co County court plt's appeal
 York-hire, Sheffield In re Co's Acts, 1862 & 1867 & Building Societies Act, 1874
 In re Sheffield & South Yorkshire Permanent Bldg Soc In re Appia to above-
 named county court on behalf of Webster County court G E Webster's
 appeal
 Carnarvonshire The Queen v Jones nisi for quo warranto Expte H Jones
 Monmouthshire, Newport Pritchard v Lang & anr (trading, &c.) County court
 dft's appeal
 London Carcegie v Connor (trading, &c) Mayor's court dft's appeal
 Glamorganshire The Queen v JJ's of the County of Glamorgan (expte Sutton)
 nisi for certiorari for orders of sessions and convictions
 London Earle v Gamcock Steam Towing Co County court dft's appeal
 Middlesex, Westminster In re County Courts Act, 1888 In re Trusts of Will
 of Poole, dec., &c County Court McQuile's appeal (Petitioner)
 Surrey, Southwark Nicholls v Goodman (trading, &c) County Court Dft's app
 Lancashire, Liverpool SS "County of Lancaster" v Sharpe & Co County
 Court Plt's app
 Glamorgan hire, Cardiff John v Clarke County Court Plt's app
 Met Pol Dist Hackney Board of Works v Berwick Magistrate's case
 Nottinghamshire, Nottingham Beirnsstein & anr v Moses (Rothenberg, clmt)
 County Court Plt's app
 Middlesex, Clerkenwell Smith v King County Court Dft's app
 Yorkshire, W.R. Thornton v Clegg & ors Quarter Sessions Appellant's nisi
 to quash
 Salford Warburton v Lichtenstein Hundred Court Dft's app H West, Esq,
 Judge
 Middlesex, Clerkenwell Higgins v Ashby & anr County Court Plt's app
 Durham, Middlesborough Weatherley v Calder & Co County Court Plt's app
 Middlesex, Bloomsbury Webel v Schipper (Schipper, clmt) County court
 plt's appeal
 Middlesex The Queen v Commissioners for Special Purposes of Income Tax
 (expte Yorkshire Penny Bank) nisi for mandamus
 Hampshire, Southampton Dartnall v Dartnall & Co County court plt's appeal

London Greenlee Bros v Carron Co Mayor's court dft's appeal
 Middlesex, Shoreditch Chamberlain v Stoneham County court plt's appeal
 Lancashire, Oldham In re Industrial and Provident Society's Acts, 1862, 1867,
 and 1876 In re Companies Act, 1862 In re Middleton Mutual Co-operative
 Soc County Court Heywood's appeal (petitioner)
 York-hire, Pontefract Miria & anr v Beverley Bros County court plt's appeal
 York-hire, W R Platten v E M E Welby, Esq, & ors, Jj, &c Quarter sessions
 appellant's nisi to quash
 Somersetshire The Queen v R A Kinglake, Esq, & ors, Jj, &c, & Colonel E L
 England (expte Taunton Sanitary Authority) nisi to state case
 Hertfordshire, St Albans Wells v Austin County court dft's appeal
 Norfolk, Great Yarmouth Patrick v Simpson (late Patrick) & ors dft Simpson's
 appeal
 Newport Evans v Newport Urban Sanitary Authority magistrate's case
 Yorkshire The Queen v Judge of the County Court of Yorkshire & Maraden &
 anr (expte Greenwood & ors) nisi to restore 3rd parties in action Fryer & Co
 Greenwood & ors
 London Toghill & anr (trading, &c) v Fortescue Mayor's court dft's appeal
 Middlesex, Marylebone Taplin & anr v Barrett County court plt's appeal
 Glamorganshire, Pontypridd Davies v G. W. Ry. Provident Soc. County
 Court Dft's app
 Middlesex, Marylebone G. W. Farm Dairies Co v G. W. Ry Co County Court
 Dft's app
 Yorkshire, Sheffield Roberts & anr v Aizlewood (trading, &c) County Court
 Plt's app
 Yorkshire, Leeds Bull v Dawson County Court Plt's app
 Met Pol Dist Gardner v Bygrave Magistrate's case

REVENUE PAPER.

Causes for Hearing.

Att.-Gen. v Winstanley By English information and answer
 Same v Greene By English information

Opposed Motion.

Att.-Gen. v Welsh Granite Co ld By English information

Cases stated as to Income Tax and House Duty.

Mason & Barry, ld Applts & Styles (Surveyor of Taxes) Respt
 H H The Nizam's Guaranteed State Ry Co, ld Applts & Wyatt (Surveyor
 of Taxes) Respt
 The Gresham Life Assce Soc Applts & Styles (Surveyor of Taxes) Respt
 The Governing Bdy of Charterhouse School Applts & Larnaque (Surveyor of
 Taxes) Respt
 The Duke of Norfolk, K G Applt & Same (Surveyor of Taxes) Respt.

HIGH COURT OF JUSTICE—QUEEN'S BENCH DIVISION.

MASTERS IN CHAMBERS FOR TRINITY SITTINGS, 1889.

A to F.—Mondays, Wednesdays, and Fridays, Master Kaye. Tuesdays,
 Thursdays, and Saturdays, Master Johnson.

G to N.—Mondays, Wednesdays, and Fridays, Master Butler, till 13th
 July. Master Macdonell, from 13th July till end of Sittings. Tuesdays,
 Thursdays, and Saturdays, Master Walton.

O to Z.—Mondays, Wednesdays, and Fridays, Master Wilberforce.
 Tuesdays, Thursdays, and Saturdays, Master Mauley Smith.

TRINITY SITTINGS, 1889.

A to F.—All applications by summons or otherwise in actions assigned
 to Master George Pollock are to be made returnable before him in his own
 room, No. 173, at 11.30 a.m., on Tuesdays, Thursdays, and Saturdays.

All applications by summons or otherwise in actions assigned to Master
 Butler under these letters are to be made returnable before him in chambers,
 G to N Room, until the 13th July, after which date they are to be made
 returnable before the Masters in A to F Room.

All applications by summons or otherwise in actions assigned to Master
 Macdonell under these letters are to be made returnable before the Masters
 in Chambers, A to F Room, until the 13th July, after which date they are
 to be made returnable before him in the G to N Room.

G to N.—All applications by summons or otherwise in actions assigned
 to Master Kaye under these letters are to be made returnable before him
 in chambers A to F Room.

All applications by summons or otherwise in actions assigned to Master
 Macdonell under these letters are to be made returnable before the Masters
 in Chambers, G to N Room, until the 13th July, after which date they are
 to be made returnable before him in the G to N Room.

After the 13th July, Master Butler's summonses under these letters will
 be taken by the Masters sitting in this division.

O to Z.—All applications by summons or otherwise in actions assigned
 to Master Francis are to be made returnable before him in his own room,
 No. 109, at 11.30 a.m. on Mondays, Wednesdays, and Fridays.

The parties are to meet in the ante-room of Masters' Chambers, and the
 summonses will be inserted in the printed list for the day after the sum-
 monses to be heard before the Master sitting in Chambers, and will be called
 over by the attendant on the respective rooms for a first and second time
 at 11.30, and will be dealt with by the Master in the same manner as if
 they were returnable at Chambers.

By ORDER OF THE MASTERS.

THE SUMMER ASSIZES.

NOTICE.—In cases where no note is appended to the names of the circuit
 towns, both civil and criminal business must be ready to be taken on
 the first working day; in other cases the note appended to the name of
 the circuit town indicates the day before which civil business will not be
 taken. In the case of circuit towns to which two judges go there will
 be no alteration in the old practice.

SOUTH-EASTERN (Lord Coleridge, C.J.).—Huntingdon, Wednesday,

July 3; Cambridge, Friday, July 5; Bury St. Edmunds, Tuesday, July 9 (Friday, July 12); Norwich, Tuesday, July 16 (Monday, July 22); Chelmsford, Thursday, July 25; Hertford, Tuesday, July 30; Lewes, Saturday, August 3.

WESTERN (Denman and Charles, J.J.).—Salisbury, Wednesday, July 3 (Friday, July 5); Dorchester, Monday, July 8; Wells, Thursday, July 11 (Saturday, July 13); Bodmin, Tuesday, July 16; Exeter, Saturday, July 20; Winchester, Saturday, July 27; Bristol, Saturday, August 3. One judge only will go to the first four places.

HOME (Charles, J.).—Guildford, Wednesday, July 3 (Saturday, July 6); Maidstone, Wednesday, July 10 (Tuesday, July 16); Exeter, Saturday, July 20; Winchester, Saturday, July 27; Bristol, Saturday, August 3. Two judges will go to the last three places.

OXFORD (Pollock, B., and Mr. Commissioner).—Reading, Wednesday, June 19 (Friday, June 21, at 2 p.m.); Oxford, Monday, June 24 (Wednesday, June 26); Worcester, Thursday, June 27 (Monday, July 1); Gloucester, Wednesday, July 3 (Saturday, July 6); Monmouth, Tuesday, July 9 (Thursday, July 11); Hereford, Saturday, July 13 (Wednesday, July 17); Shrewsbury, Friday, July 19; Stafford, Thursday, July 25; Birmingham, Friday, August 2. One judge only will go to the first six places.

MIDLAND (Hawkins, J., and Mr. Commissioner).—Aylesbury, Saturday, June 22 (Tuesday, June 25); Bedford, Wednesday, June 26; Northampton, Friday, June 28 (Monday, July 1); Leicester, Wednesday, July 3 (Thursday, July 4); Oakham, Thursday, July 11; Lincoln, Friday, July 12 (Monday, July 15); Nottingham, Wednesday, July 17 (Friday, July 19); Derby, Wednesday, July 24 (Friday, July 26); Warwick, Tuesday, July 30; Birmingham, Friday, August 2. One judge only will go to the first nine places.

NORTH WALES, CHESTER, and GLAMORGAN (Field, J.).—Newtown, Saturday, July 6; Dolgelly, Wednesday, July 10; Carnarvon, Saturday, July 13; Beaumaris, Wednesday, July 17; Ruthin, Saturday, July 20; Mold, Tuesday, July 23; Chester, Friday, July 26; Swansea, Friday, August 2. Two judges will go to the last two places.

SOUTH WALES and CHESTER (Manisty, J.).—Haverfordwest, Saturday, July 6; Lampeter, Wednesday, July 10; Carmarthen, Saturday, July 13; Brecon, Thursday, July 18; Presteign, Wednesday, July 24; Chester, Friday, July 26; Swansea, Friday, August 2. Two judges will go to the last two places.

NORTHERN (Stephen and Grantham, J.J.).—Appleby, Tuesday, July 2; Carlisle, Thursday, July 4; Lancaster, Monday, July 8; Manchester, Thursday, July 11; Liverpool, Thursday, July 25. One judge only will go to the first two places.

NORTH-EASTERN (Cave and Mathew, J.J.).—Newcastle, Thursday, July 4; Durham, Thursday, July 11; York, Thursday, July 18; Leeds, Wednesday, July 24.

Huddleston, B., and Wills, J., will remain in town.

WINDING UP NOTICES.

London Gazette.—FRIDAY, June 7.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

C. CHANDLER & CO., LIMITED.—Kay, J., has, by an order dated June 3, appointed Mr. William Russell Crowe, 80, Budge row, Cannon st., to be official liquidator RIDEHALES RAILWAY LAMP AND LIGHTING CO., LIMITED.—Stirling, J., has, by an order dated May 20, appointed Edward Cecil Moore, 3, Crosby sq., to be official liquidator

FRIENDLY SOCIETIES DISSOLVED.

FULHAM LIBERAL CLUB ASSOCIATION, LIMITED, 1, Lurgan avenue, Fulham Palace rd., June 5

WELSH UNITED SOCIETY, Stepney Arms, Market st., Llanelly, Carmarthen. June 5

London Gazette.—TUESDAY, June 11.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-ITALIAN PULP AND PAPER MAKING CO., LIMITED.—Stirling, J., has, by an order dated June 1, appointed Percy Hamilton Sainsbury, 61, Fore st., to be official liquidator, in the place of the late James Cooper, deceased

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, June 7.

RECEIVING ORDERS.

ADAMS, CHARLES, Colyton, Devon, Chemist Exeter Pet June 3 Ord June 3

ATAK, JOSEPH, Blackburn, Corn Salesman Blackburn Pet June 5 Ord June 5

ATKINSON, ROBERT PORRITT, Staithes, Yorks, Auctioneer Stockton on Tees and Middlesborough Pet June 4 Ord June 4

BADDLEY, ALFRED WILLIAM, Leeds, Confectioner Leeds Pet June 4 Ord June 4

BADGER, WILLIAM FREDERICK, Bradway, Norton, Derby, Colliery Proprietor Sheffield Pet June 4 Ord June 4

BEDFORD, HENRY, Barnby Dun, nr Doncaster, Market Gardener Sheffield Pet June 3 Ord June 3

BOOTH, WILLIAM HENRY, Southsea, Baker Portsmouth Pet May 17 Ord June 3

BRIDGES, FRED, late of Elms rd, Clapham, no occupation High Court Pet May 8 Ord June 4

BUCKETT, ROBERT, Newbridge, nr Calbourne, I.W., Bricklayer Newport and Ryde Pet June 3 Ord June 3

BUTTERS, JOHN, Oxford, Dental Surgeon Oxford Pet June 5 Ord June 5

CARD, HERBERT, Birmingham, Confectioner Birmingham Ord Sec 103 Ord June 5

CORCORAN, JAMES JOSEPH, Manchester, Fish Curer Manchester Pet June 4 Ord June 4

DUDFIELD, SAMUEL, Bath, Tailor Bath Pet June 4 Ord June 4

DUTTON, J. P., Farquhar, Lancs, Draper Bolton Pet May 21 Ord June 3

GOLDSTEIN, LOUIS, Bradford, Stuff Merchant Bradford Pet May 23 Ord June 3

GREEN, ROSETTA, and MORETON JACOB GREEN, Edgware rd, Clothiers High Court Pet June 3 Ord June 3

HARRIS, FANNY, Gower st, Euston rd, Pastry Cook High Court Pet June 4 Ord June 4

HART, JOHN WILSON, Brighton, Stationer Brighton Pet June 3 Ord June 3

HILL, GEORGE HENRY, Woolwich, Wheelwright Greenwich Pet June 4 Ord June 4

HILL, JOHN, Swansea, Inn Manager Swansea Pet June 5 Ord June 5

HODGE, THOMAS, Okehampton, Devon, Haulier East Stonehouse Pet June 5 Ord June 5

IMPEY, WILLIAM, Hornsey rd, Holloway, Boot Maker High Court Pet June 3 Ord June 3

JONES, EDWARD FRANCIS, Swansea, Grocer Swansea Pet May 29 Ord May 29

KAISER, MARY, Leamington, Optician Warwick Pet June 3 Ord June 3

KNEE, JONAS, Fulbeck, Lincs, Shopkeeper Nottingham Pet June 3 Ord June 3

LAYLAND, HENRY, Drapers' gardens, Throgmorton

st, Stockbroker High Court Pet May 17 Ord June 5

LORD, JOHN, Belgrave, Leicester, Boot Manufacturer Leicester Pet June 3 Ord June 3

OATEN, JOHN, Handsworth, Birmingham, Commercial Traveller Wolverhampton Pet June 3 Ord June 3

PARSONS, WALTER AVANT, Heath st, Hampstead, Fancy Draper High Court Pet May 31 Ord June 4

PUGH, WILLIAM HENRY, Bristol, Grocer Bristol Pet June 5 Ord June 5

RIDD, THOMAS, Bradford, Pilton, Devon, Farmer Barnstaple Pet May 25 Ord June 5

ROBERTS, FRANK, Manchester, Auctioneer Manchester Pet May 13 Ord June 5

ROSS, HUGH, Southampton, Corn Merchant Southampton Pet June 5 Ord June 5

SHACKLETON, JOSEPH, New Wortley, Corn Miller Leeds Pet June 3 Ord June 3

SKETCHLEY, THOMAS, Birmingham, Baker Birmingham Pet May 23 Ord June 4

THOMAS, JOHN, Morriston, Glam, Hose Manufacturer Swansea Pet May 29 Ord May 29

WALKER, JAMES ROBINSON, Biggleswade, Beds, Tailor Bedford Pet June 3 Ord June 3

WALTER, SAMUEL PILLEY, Horncastle, Lincs, Auctioneer Lincoln Pet June 3 Ord June 3

WATTS, ERNEST, Wadhurst, Sussex, Grocer Tunbridge Wells Pet June 1 Ord June 1

GREAT GRIMSBY ONWARD BUILDING CO., LIMITED.—By an order made by Stirling, J., dated June 1, it was ordered that the company be wound up. Vincent & Vincent, Budge row, agents for North & Sons, Leeds, solors for petners

MENART MACHINES CO., LIMITED.—Petn for winding up, presented June 6, directed to be heard before Kay, J., on Saturday, June 22. Foss & Ledsam, Abchurch lane, solors for petner

NEW LA PLATA MINING AND SMELTING CO., LIMITED.—Petn for winding up, presented June 7, directed to be heard before North, J., on Saturday, June 22. Ellis & Co., St Swithin's lane, solors for petner

SCHOTT BROTHERS, LIMITED.—Kay, J., has fixed June 25, at 12, at his chambers, for the appointment of an official liquidator

STEIN'S BAKERY CO., LIMITED.—Stirling, J., has fixed Tuesday, June 25, at 12, at his chambers, for the appointment of an official liquidator

UNLIMITED IN CHANCERY.

PAIGINTON WATER CO.—North, J., has, by an order dated March 15, appointed George Soudon Bridgman, Paignton, to be official liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

"EDDERSIDE" SHIPOWNING CO., LIMITED.—The Vice-Chancellor has, by an order dated June 6, appointed William Francis Terry, Central bldg, North John st, Liverpool, to be official liquidator

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, June 4.

ARNETT, MARY ELIZABETH, Leatherhead, Surrey. July 15. Fraser, Soho sq

BAILLIE, COLIN CAMPBELL, Charlton Kings, nr Cheltenham, Esq. June 18. Theobald, Furnival's inn

BANKS, PETER, Hastings, Gent. Aug 1. Hillman, Lewes

BEBELL, JOHN WILSON, Newport, Mon. July 31. Colborne & Co, Newport, Mon

BREEZE, WILLIAM, Hulme, Manchester July 20. Sale & Co, Manchester

CABRNE, THOMAS, Church, Lancaster, out of business. June 18. Sandeman, Accrington

COX, MARY, Acacia rd, St John's Wood. July 13. Kennedy & Co, Clements inn, Strand

DUNLAP, MARY ANN, Windsor. July 1. Surtees, Bedford row

ELLIS, SAMUEL HELBERT, Royal Southern Yacht Club, Southampton, Esq. Sept 1. Bircham & Co, Parliament st, Westminster

GREENWOOD, JAMES ROBERTSHAW, Manchester, Tailor. July 1. Field, Manchester

HAMMOND, EMILY, Ipswich. July 1. Hewlett & Preston, Raymond bldgs, Gray's inn

HARLEY, EDWARD AMBROSE, Loughborough, Gent. July 1. Deane & Hands, Loughborough

HARVEY, CHARLES, Kidderminster, Wine Merchant. June 20. Irens & Morton, Kidderminster

IRWIN, JOHN JAMES, Allerthorpe, Yorks, Clerk in Holy Orders. July 15. Robson, Pocklington

JONES, REV THOMAS HENRY, Ashwell, Rutland, Clerk. Sept 1. Salisbury, Leicester

KREBLE, ROBERT WALTER, Ipswich, Yeoman. July 6. Josselyn & Sons, Ipswich

MASTERS, ROBERT, Gray's inn rd, Pawnbroker June 30. Lockyer, New Cross rd

MOSCROP, THOMAS, Bolton, Gent. July 31. Bailey, Bolton

SCALE, MARTIN, Neath, Glamorgan, Solicitor. July 4. Thomas, Neath

SHACKLETON, JOHN FARRAR, Goole, Yorks, Stone Agent. July 1. England & Son, Goole

STANTON, WILLIAM ROBERT, Amphil, Beds, Watchmaker. July 31. Wedlake & Co, Serjeant's inn, Temple

WARD, JOHN THOMAS, Sproughton, Suffolk, Gent. July 6. Josselyn & Sons, Ipswich

WELLS, MARIA, Landport, Hants. July 1. Besant & Wills, Portsea

WESTBURY, ROBERT, Manchester, Surgical Instrument Maker. July 15. Earle & Co, Manchester

WHITE, WILLIAM, Queensbury, Yorks, Gent. July 1. Stansfeld, Halifax

WILLIAMS, MARY, Cheltenham. July 31. Perham, Bristol

WOOD, MARTHA, Low Moor, Bradford. July 13. Beldon & Ackroyd, Bradford

WRIGHT, ELIJAH, Wakefield, Joiner. July 30. Wainwright & Co, Wakefield

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, late 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

WIGGLESWORTH, WILLIAM, Drayton, Norfolk, Currier
Norwich Pet June 4 Ord June 4
WILLIAMS, EDWARD, Jarrow, Durham, Confectioner
Newcastle on Tyne Pet June 5 Ord June 5
WILLIAMS, JOHN LEWIS, Ynismudw, Swansea Valley,
Boatman Neath Pet June 3 Ord June 3
WILLS, FRANKLIN, Redruth, Cornwall, Grocer Truro
Pet June 2 Ord June 2
WOOTTON, MARY, Fiskerton, Notts, Dressmaker
Nottingham Pet June 3 Ord June 3
WOOTTON, THOMAS, Fiskerton, Notts, Commission
Agent Nottingham Pet June 4 Ord June 4

The following amended notice is substituted for that
published in the London Gazette of Oct. 30, 1888.

WHITWORTH, FRANCIS HOYLAND, Sheffield, Accountant
Sheffield Pet Oct 4 Ord Oct 25

The following amended notice is substituted for that
published in the London Gazette of April 9.

JOHNSON, MELICENT, Sheffield, Hatter Sheffield
Pet March 15 Ord April 4

RECEIVING ORDER RESCINDED.

TAYLOR, JAMES, Desdise, West Kirby, Engineer
Birkenhead Rec Ord Feb 13 Resc May 31

RECEIVING ORDER RESCINDED AND PETITION DISMISSED.

SAVAGE, PHILIP CHARLES COFFIN, Paris, Gent High
Court Rec Ord Mar 14 Resc and Diam May 30

FIRST MEETINGS.

ADAMS, CHARLES, Colyton, Devon, Chemist June 18
at 10 Off Rec, 13, Bedford circus, Exeter
AGOSTI, FERDINAND JOHN, Falmouth, Ship Chandler
June 15 at 10.30 Off Rec, Boscastle st, Truro
ALLEN, GEORGE HILLS, Hercules bldgs, Lambeth,
Builder June 18 at 12 33, Carey st, Lincoln's inn
BENCE, CHARLES, Queen's rd, Baywater, Fruiterer
June 18 at 11 33, Carey st, Lincoln's inn
BUCKETT, ROBERT, Newbridge, nr Calbourne, I.W.,
Bricklayer June 15 at 12 Holyrood chhrs, New-
port, I.W.
CHALLAND, JOHN HENRY, Colwick, Notts, Auctioneer
June 15 at 11 Off Rec, 1, High pavement, Not-
tingham
DAW, GEORGE HENRY, Fordwych rd, West Hamp-
stead, late Financial agent June 18 at 11 Bank-
ruptcy bldgs, Lincoln's inn
ELLIOTT, ERNEST ROBERT, Leamington, Draper
June 15 at 12 Off Rec, 17, Hertford st, Coventry
FARROW, THOMAS, King's Lynn, Bookseller June 15
at 1 Off Rec, 8, King st, Norwich
GOLDSTEIN, LOUIS, Bradford, Stuff Merchant June
17 at 11 Off Rec, 31, Manor row, Bradford
GOODMAN, WILLIAM JAMES, West Lavington, Wilts,
Licensed Victualler June 19 at 3 Off Rec, Bank
chhrs, Bristol
GREGG, GEORGE, Leeds, File Cutter June 14 at 3
Off Rec, 22, Park row, Leeds
GUEST, WILLIAM, jun, Lichfield, Baker June 26 at
11.15 Off Rec, Walsall
HARRIS, THOMAS, Rotherhithe st, Rotherhithe,
Packing Case Maker June 15 at 1 33, Carey st,
Lincoln's inn
ISBISTER, WILLIAM, Buckingham st, Strand, Pub-
lisher June 18 at 2.30 33, Carey st, Lincoln's inn
JOHNSON, JOHN THOMAS, Bradford, Plumber June
15 at 10.30 Off Rec, 31, Manor row, Bradford
JONES, EDWARD FRANCIS, Swansea, Grocer June 17
at 12 Off Rec, 6, Rutland st, Swansea
LAMB, THOMAS JOHN, Staines, Licensed Victualler
June 14 at 11 No. 16 Room, 30 and 31, St Swithin's
lane
LANCASTER, WILLIAM, Ardwick, Manchester, China
Dealer June 19 at 11.30 Off Rec, Ogden's chhrs,
Bridge st, Manchester
LOTT, JAMES, New Swindon, Wilts, Ironmonger
June 14 at 2 Off Rec, 32, High st, Swindon
MALLIN, JOSEPH, Birmingham, Licensed Victualler
June 15 at 3 35, Colmore row, Birmingham
MARSHALL, JOHN WILLIAM, Kingston upon Hull,
Builder June 14 at 11 Off Rec, Trinity House
ln, Hull
MCCLAN, GEORGE WILKINSON, Tokenhouse bldgs,
Stockbroker June 14 at 2.30 Bankruptcy bldgs,
Lincoln's inn
MCCLAREN, CHARLES BURNETT, Buckingham st, Strand,
Publisher June 18 at 11 Bankruptcy bldgs,
Lincoln's inn
MULLINGS, SAMUEL EDWARD, Crawley, Sussex,
Surgeon June 17 at 12 119, Victoria st, West-
minster
PEARCY, SARAH ANN, Stockton on Tees, Licensed
Victualler June 19 at 3 Off Rec, 8, Albert rd,
Middlesborough
ROWE, CHARLES, Middlesborough, Lodging-house
Keeper June 19 at 3 Off Rec, 8, Albert rd,
Middlesborough
SCHIPPERS, J. F., King st, Covent Garden June 18 at
12 Bankruptcy bldgs, Lincoln's inn
STAPLETON, JOSEPH GLOVE, Wemyss rd, Blackheath,
of no occupation June 17 at 3 119, Victoria st,
Westminster
STODDART, A. R., Sheffield, Provision Dealer June
18 at 2.30 Off Rec, Figgree lane, Sheffield
THOMAS, JOHN, Morriston, Glam, House Manufacturer
June 17 at 11 Off Rec, 6, Rutland st, Swansea
WATSON, ROBERT, Dover, Gent June 15 at 12 Bank-
ruptcy bldgs, Lincoln's inn
WEBSTER, GEORGE, and CHARLES JAMES WEBSTER,
Gildersome, Yorks, Woollen Manufacturers June
25 at 3 Law Institute, Albion pl, Leeds
WHITTLE, JOHN, Preston, Clothier June 18 at 3 Off
Rec, 14, Chapel st, Preston
WIGGLESWORTH, WILLIAM, Drayton, Norfolk, Currier
June 15 at 12 Off Rec, 8, King st, Norwich
WILLIAMS, EDWARD, Jarrow upon Tyne, Confectioner
June 19 at 10.30 Off Rec, Pink in, Newcastle on

The following amended notice is substituted for
that published in the London Gazette of June 4.

MILMS, ELIZA, Bexley Heath, Kent, Widow June 13
at 11.30 Off Rec, High st, Rochester

ADJUDICATIONS.

ADAMS, CHARLES, Colyton, Devon, Chemist Exeter
Pet June 1 Ord June 3
ATAK, JOSEPH, Blackburn, Corn Salesman Black-
burn Pet June 4 Ord June 5
ATKINSON, ROBERT PORRITT, Staithes, Yorks, Auc-
tioneer Stockton on Tees and Middlesborough
Pet June 4 Ord June 4
AUSTIN, EDWARD HENRY, Shepton Mallet, Somer-
setshire, Grocer Wells Pet May 31 Ord June 3
BADDELEY, ALFRED WILLIAM, Leeds, Confectioner
Leeds Pet June 4 Ord June 4
BEDFORD, HENRY, Barnby Dun, nr Doncaster,
Market Gardener Sheffield Pet June 3 Ord
June 3
BINGHAM, CHARLES WILLIAM, and EDWARD
MATTHEWS, St John's ter, Dawes rd, Fulham,
Confectioners High Court Pet May 31 Ord
June 3
BOND, JOHN, Birmingham, Manager of Brickworks
Birmingham Pet April 9 Ord April 9
BOOTH, WILLIAM HENRY, Southsea, Baker Ports-
mouth Pet May 17 Ord June 3
BRADLEY, FRANK, Pall Mall, Solicitor High Court
Pet Nov 6 Ord June 6
BUCKETT, ROBERT, Newbridge, nr Calbourne, I.W.,
Bricklayer Newport and Hyde Pet June 3 Ord
June 3
BULLOCK, JOSEPH, and ABRAHAM WOODWISS,
Southend, Essex, Builders Chelmsford Pet
Pet May 21 Ord June 5
CARVILLE, THOMAS ABBOTT, Tunbridge Wells,
Journeyman Butcher Tunbridge Wells Pet
May 27 Ord June 3
CHALLAND, JOHN HENRY, Colwick, Notts, Auctioneer
Nottingham Pet May 31 Ord May 31
CORCORAN, JAMES JOSEPH, Manchester, Fish Carer
Manchester Pet June 4 Ord June 4
DEWHURST, JAMES, Blackburn, Shoe Maker Black-
burn Pet May 28 Ord June 3
DOUGALL, JAMES, Orchard st, Portman sq, Up-
holster High Court Pet May 31 Ord June 5
EVANS, DAVID, Newtown, Montgomery, Fishmonger
Newtown Pet May 18 Ord June 4
FOWLER, JOHN HENRY, Leicester, Bookseller
Leicester Pet May 15 Ord June 3
FROGGATT, JAMES, THOMAS FROGGATT, and GEORGE
FROGGATT, Newtown, Cheshire, Candlewick
Spinners Stockport Pet May 25 Ord June 3
GABRETT, EDMUND, Burdard rd, West Hampstead,
Builder High Court Pet May 15 Ord June 5
HARRIS, ELMY, Gower st, Euston rd, Pastrycook
High Court Pet June 4 Ord June 4
HART, CHARLES, Braintree, Essex, Tailor Chelms-
ford Pet May 24 Ord June 5
HATT, RICHARD, Pellerin rd, Stoke Newington,
Builder High Court Pet May 20 Ord June 4
HILL, GEORGE HENRY, Woolwich, Wheelwright
Greenwich Pet June 4 Ord June 4
HIND, FRANCIS HENRY, Craven st, Strand, retired
Colonel in H.M.'s Army High Court Pet April
16 Ord June 5
JACKSON, JOHN DREFFORD, Southport, of no occupa-
tion Liverpool Rec Ord made under sec 103
(5) Ord June 4
JONES, EDWARD FRANCIS, Swansea, Grocer Swansea
Pet May 29 Ord May 31
JUDGE, WILLIAM, Lee, Great Missenden, Bucks,
late Farmer Aylesbury Pet May 8 Ord June 4
KID, JONAS, Fulbeck, Lincs, Shopkeeper Notting-
ham Pet June 3 Ord June 3
MARSHALL, EDWARD MONCASTER, Boston, Lincs, late
Grocer Great Grimsby Pet May 16 Ord June 4
MEARS, ISAAC, late Birchanger rd, South Norwood,
Builder High Court Pet April 18 Ord June 5
MULLINGS, SAMUEL EDWARD, Crawley, Sussex, Sur-
geon Croydon Pet May 21 Ord June 1
OWEN, JOHN HENRY, Catford, Kent, Surveyor High
Court Pet Oct 5 Ord June 5
POUND, HENRY W., Fenchurch st High Court Pet
March 29 Ord June 4
PRICE, CHARLES WILLIAM, Threadneedle st, Stock-
broker High Court Pet March 7 Ord June 3
PUGH, WILLIAM HENRY, Bristol, Grocer Bristol
Pet June 5 Ord June 5
SAWYER, GEORGE THOMAS, Walsham le Willows,
Suffolk, Farmer Bury St Edmunds Pet May 29
Ord June 4
SHACKLETON, JOSEPH, New Witley, Leeds, Corn
Miller Leeds Pet June 3 Ord June 3
STAFFORD, JOHN GOODACRE, and WILLIAM STAFFORD,
Derwent Wharf, Glengall rd, Old Kent rd, Box
Makers High Court Pet May 3 Ord June 5
THOMAS, JOHN, Morriston, Glam, House Manufacturer
Swansea Pet May 29 Ord May 31
WALKER, JAMES ROBINSON, Biggleswade, Beds, Tailor
Bedford Pet June 3 Ord June 3
WALTER, SAMUEL PILLEY, Horncastle, Lincs, Auc-
tioneer Lincoln Pet June 3 Ord June 3
WIGGLESWORTH, WILLIAM, Drayton, Norfolk, Currier
Norwich Pet June 4 Ord June 4
WILLIAMS, EDWARD, Jarrow, Durham, Confectioner
Newcastle on Tyne Pet June 5 Ord June 5
WILLIAMS, JOHN LEWIS, Ynismudw, Swansea Valley,
Boatman Neath Pet June 3 Ord June 3
WILLIAMS, WILLIAM, Bishops Lydeard, Somerset,
Farmer Taunton Pet April 30 Ord June 1
WILLS, FRANKLIN, Redruth, Cornwall, Grocer Truro
Pet June 3 Ord June 3
WOOTTON, MARY, Fiskerton, Notts, Dressmaker
Nottingham Pet June 3 Ord June 3
WOOTTON, THOMAS, Fiskerton, Notts, Commission
Agent Nottingham Pet June 4 Ord June 4
The following amended notice is substituted for
that published in the London Gazette of Nov. 30.

WHITWORTH, FRANCIS HOYLAND, Sheffield, Account-
ant Sheffield Pet Oct 2 Ord Nov 26
The following amended notice is substituted for that
published in the London Gazette of April 30.
JOHNSON, MELICENT, Sheffield, Hatter Sheffield Pet
Mar 15 Ord April 25

London Gazette.—TUESDAY, June 11.

RECEIVING ORDERS.

ADAMS, EDWARD THOMAS, Osborne grove, Upper
Tollington park, Builder High Court Pet April
29 Ord June 6
BEATON, FREDERICK GORE, Brighton, Auctioneer
Brighton Pet April 15 Ord June 4
CARTER, JOSEPH, New Swindon, Wilts, Machineman
in G W R Works Swindon Pet June 6 Ord
June 6
CARTWRIGHT, FREDERICK JONATHAN, Salford, Boot
Factor Manchester Pet June 6 Ord June 7
CATCHPOLE, GEORGE FREDERICK, Ipswich, Porter
Ipswich Pet June 7 Ord June 7
CHAPMAN, THOMAS, Staines, Grocer Kingston, Surrey
Pet May 27 Ord June 5
COLLINS, ARTHUR, Grantham, Hide Broker Notting-
ham Pet June 6 Ord June 6
CROCKER, LAURA, Bristol, Boot Dealer Bristol Pet
June 7 Ord June 7
DEANE, JOHN, Seacombe, Cheshire, Boot Dealer
Liverpool Pet May 18 Ord June 7
DUNNING, JAMES, Stockton on Tees, Hairdresser
Stockton on Tees Pet June 5 Ord June 5
EASTWOOD, F., Bishopsgate st Within, Solicitor High
Court Pet March 6 Ord June 7
FLETCHER, JOSEPH, and WILLIAM HULME, Horwich,
Lancs, Brickmakers Bolton Pet June 7 Ord
June 7
GALVEY, JOSEPH, York, Builder York Pet June 1
Ord June 7
GILES, JOSEPH, Swan lane, Rotherhithe, Surrey,
Grocer High Court Pet June 6 Ord June 6
HIGGINSON, ARTHUR, Victoria st, Westminster, Soli-
citor High Court Pet June 7 Ord June 7
HILL, ALFRED, Hart st, Covent gdn, Commission
Salesman High Court Pet June 6 Ord June 6
HILL, FREDERICK COWDEROY, Leyton High Court
Pet May 3 Ord June 7
HOOPER, SEYMOUR, Cardiff, Grocer Cardiff Pet June 4
Ord June 4
JAY, JOHN FRANCIS, Wilton, Wilts, Mason Salis-
bury Pet June 6 Ord June 6
MOSLEY, HENRY KINGDON, Ipswich, Solicitor Ips-
wich Pet June 8 Ord June 8
O'FARRELL, H. P. C., late of Southsea High Court
Pet March 8 Ord June 6
OLDFIELD, ROBERT, Oysterth, Flints, Coal Merchant
Bangor Pet June 7 Ord June 7
PEDLEY, LEWIS JOHN, Potton, Beds, Baker Bedford
Pet June 6 Ord June 6
SCOOING, WILLIAM, Ipswich, Butcher Ipswich Pet
June 4 Ord June 4
TAYLOR, JAMES WILLIAM, Saltire, nr Bradford,
Cartaker of the Institute Bradford Pet June
5 Ord June 5
THOMAS, DAVID, Greenwood rd, Hackney, Solicitors'
Clerk High Court Pet June 6 Ord June 6
TOOTH, A., Walerton rd, Queen's pk High Court
Pet May 22 Ord June 6
TOWELL, HENRY SMITH, Hanworth, Middlesex,
Carpenter Kingston, Surrey Pet May 25 Ord
June 7
WALKER & Co, Fenchurch st, India rubber Mer-
chants High Court Pet May 18 Ord June 6
WALLING, WILLIAM, Hele, St Mary Church, Devon,
Oil Dealer Exeter Pet June 6 Ord June 6
WALTON, AUGUSTUS, King st, Cheapside, Auctioneer
High Court Pet April 25 Ord June 6
WELSHMAN, ROBERT, Huddersfield, Draper's Assis-
tant Huddersfield Pet June 7 Ord June 7
YOUNG, FRANK, and EDWIN EDBROOK, Borough High
st, Licensed Victuallers High Court Pet May
10 Ord June 6

FIRST MEETINGS.

BATE, JOHN JAMES, Everton, Liverpool, Building
Material Dealer June 21 at 3 Off Rec, 35, Vic-
torian st, Liverpool
BEDFORD, HENRY, Barnby Dun, nr Doncaster, Mar-
ket Gardener June 19 at 11 Off Rec, Figgree
lane, Sheffield
BOOST, EDWIN, Gt Grimsby, Fisherman June 19 at
11 Off Rec, 8, Haven st, Gt Grimsby
BROADLEY, WILLIAM, Burdantofts, Leeds, Builder
June 24 at 11 Off Rec, 22, Park row, Leeds
BYERS, WILLIAM, Doncaster, Joiner June 19 at 10.30
Off Rec, Figgree lane, Sheffield
CARTWRIGHT, FREDERICK JONATHAN, Salford, Boot
Factor June 20 at 3 Off Rec, Ogden's chhrs,
Bridge st, Manchester
CATCHPOLE, GEORGE FREDERICK, Ipswich, Porter
June 18 at 12.30 Off Rec, Ipswich
CROCKER, LAURA, Bristol, Boot Dealer June 26 at 12
Off Rec, Bank chhrs, Bristol
DAVIS, CHARLES, jun, Preston, nr Hitchin, Herts,
Farmer June 19 at 10.30 Sun Hotel, Hitchin
DUFFIELD, SAMUEL, Bath, Tailor June 19 at 3.15 Off
Rec, Bank chhrs, Bristol
DUTTON, J. P., Farnworth, Lancs, Draper June 20 at
11 Off Rec, Manchester
FIGGURES, JOHN ERNEST, Luton, Beds, Commercial
Traveller June 20 at 11 Off Rec, Park st West,
Luton
GILEY, WILLIAM, Woburn, Beds, Butcher June 20 at
11.30 Off Rec, Park st West, Luton
GOODE, WILLIAM WALTER, Walthamstow, Builder
June 20 at 11 Bankruptcy bldgs, Lincoln's inn
GRANT, ALFRED THOMAS, ONESSIMUS WILLIAM
GRANT, and MARY WILLIAMS GRANT, Little Queen
st, Holborn, Furniture Dealers June 21 at 12
Bankruptcy bldgs, Lincoln's inn

HAMILTON, W. King st, Hammersmith, Draper June 20 at 1 33, Carey st, Lincoln's inn
 HARTIDGE, EMMA JANE, Merrick sq, Trinity st, Brough, Fruit Saleswoman June 19 at 11 Bankruptcy bldgs, Lincoln's inn
 HATT, RICHARD, Pellerind, Stoke Newington, Builder June 21 at 11 Bankruptcy bldgs, Lincoln's inn
 HODGE, THOMAS, Okehampton, Devon, Haulier June 20 at 11.30 10, Atholmount terr, Plymouth
 HUNTLEY, JOHN, Kersley st, Battersea pk, Dressing Case Manufacturer June 21 at 2.30 Bankruptcy bldgs, Lincoln's inn
 AY, JOHN FRANCIS, Wilton, Wilts, Mason June 20 at 3 Off Rec, Salisbury
 JOHNSON, EDWARD PELLIER, Halfmoon st, Piccadilly, late Capt 9th Lancers June 20 at 2.30 Bankruptcy bldgs, Lincoln's inn
 JONES, RICHARD, Askew rd, Shepherd's Bush, Ironmonger June 20 at 11 33, Carey st, Lincoln's inn
 KAISER, MARY, Leamington, Optician June 20 at 10.50 Off Rec, 17, Herford st, Coventry
 LONG, JOHN FREDERICK, Manchester, Wholesale Ale Bottler June 19 at 3 Off Rec, Ogden's chmbrs, Bridge st, Manchester
 MANN, JOHN, Cowper st, St Luke's, Enamel Paper Manufacturer June 20 at 12 Bankruptcy bldgs, Lincoln's inn
 MARSHALL, EDWARD MONCASTER, Boston, Lincs, late Grocer June 19 at 11.30 Off Rec, 3, Haven st, Gt Grimsby
 OATEN, JOEL, Handsworth, Birmingham, Commercial Traveller June 25 at 12 Off Rec, St Peter's close, Wolverhampton
 PEAKE, CHARLES THOMAS, Fore st, Manufacturer of Ladies' Dressing Gowns June 20 at 12 33, Carey st, Lincoln's inn
 UGH, WILLIAM HENRY, Bristol, Grocer June 19 at 3.30 Off Rec, Bank chmbrs, Bristol
 ROSS, HUGH, Southampton, Corn Merchant June 19 at 11 Off Rec, 4, East st, Southampton
 ROSSON, HERBERT WILLIAM, Luton, Beds, Auctioneer June 19 at 3 Off Rec, Park st West, Luton
 SAWYER, GEORGE THOMAS, Walsham le Willows, Suffolk, Farmer June 19 at 12.30 Guildhall, Bury St Edmunds
 SCODING, WILLIAM, Ipswich, Butcher June 18 at 12 Off Rec, Ipswich
 SWINFEN, JAMES, Blackman st, Borough, Clothier June 19 at 12 Bankruptcy bldgs, Lincoln's inn
 TAPLING, EDWARD, and WILLIAM MOSES, Orange st, Bethnal Green Carpet Manufacturers June 19 at 11 33, Carey st, Lincoln's inn fields
 TAYLOR, JAMES WILLIAM, Saltaire, nr Bradford, Caretaker of the Institute June 22 at 10.30 Off Rec, 31, Manor rd, Bradford
 TURNER, DAN, Churchway, Somers Town, Boot Maker June 19 at 12 33, Carey st, Lincoln's inn fields
 WALLING, WILLIAM, Hele, St Mary Church, Devon, Oil Dealer June 20 at 11 13, Bedford Circus, Exeter
 WALTER, SAMUEL PILLEY, Horncastle, Lincs, Auctioneer June 20 at 12 Off Rec, 31, Silver st, Lincoln
 WARNER, THOMAS HENRY, Wolaseley rd, Upton lane, Forest Gate, Clerk to Lim Co June 19 at 1 33, Carey st, Lincoln's inn fields
 WATTS, ERNEST, Wadhurst, Sussex, Grocer June 19 at 2.30 Spencer Reeve, Mount Pleasant, Tunbridge Wells
 WILKINSON, HERBERT, and HENRY FIELD CRISP, Barbican, Eating house Keepers June 21 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 WILLS, FRANKLIN, Redruth, Cornwall, Grocer June 18 at 11 Off Rec, Bosawen st, Truro

ADJUDICATIONS.

BROWN, JOHN, Barnsley, Milk Dealer Barnsley Pet May 15 Ord June 6
 BUCKLEY, JOHN BENNIE, Carrington, Nottingham, Solicitor Nottingham Pet May 11 Ord June 6
 CARTER, HENRY LISSANT, Sheffield, Lithographic Printer Sheffield Pet April 4 Ord June 6
 CARTER, JOSEPH, New Swindon, Wilts, Machineman in G. W. R. Works Swindon Pet June 6 Ord June 6
 CAREWRIGHT, FREDERICK JONATHAN, Salford, Boot Factor Manchester Pet June 5 Ord June 7
 COLLINS, ARTHUR, Grantham, Hide Broker Nottingham Pet June 6 Ord June 6
 CROCKER, LAURA, Bristol, Boot Dealer Bristol Pet June 7 Ord June 7
 DUDFIELD, SAMUEL, Bath, Tailor Bath Pet June 4 Ord June 7
 DUNNING, JAMES, Stockton on Tees, Hairdresser Stockton on Tees Pet June 5 Ord June 7
 DUTTON, J. P., Farnworth, Lincs, Draper Bolton Pet May 21 Ord June 6
 ELLIOTT, ERNEST ROBERT, Leamington, Draper Warwick Pet May 17 Ord June 5
 FLETCHER, JOSEPH, and WILLIAM HULME, Horwich, Lincs, Brickmakers Bolton Pet June 7 Ord June 7
 GILES, JOSEPH, Swan lane, Rotherhithe, Grocer High Court Pet June 6 Ord June 6
 GRANDIDGE, ISRAEL, late of Bury, Painter Bolton Pet May 20 Ord June 6
 HILL, ALFRED, Hart st, Covent garden, Commission Saleman High Court Pet June 6 Ord June 6
 HODGE, THOMAS, Okehampton, Devon, Haulier East Storehouse Pet June 5 Ord June 6
 IMPEY, WILLIAM, Hornsey rd, Holloway, Bootmaker High Court Pet June 3 Ord June 6
 JAY, JOHN FRANCIS, Wilton, Wilts, Mason Salisbury Pet June 6 Ord June 6
 LUND, THOMAS ANTOEBUS, Manchester, Licensed Victualler Manchester Pet May 21 Ord June 7
 MILLS, ELIZA, Bexley Heath, Kent, Widow Rochester Pet May 2 Ord June 6

OATEN, JOEL, Handsworth, Birmingham, Commercial Traveller Wolverhampton Pet June 3 Ord June 7
 PEDLEY, LEWIS JOHN, Potton, Beds, Baker Bedford Pet June 6 Ord June 6
 SARGENT, JAMES, Salisbury, Fishmonger Salisbury Pet May 15 Ord June 6
 SCHIFFER, J. F., King st, Covent grdn High Court Pet March 13 Ord June 6
 SCODING, WILLIAM, Ipswich, Butcher Ipswich Pet June 4 Ord June 4
 TAYLOR, JAMES WILLIAM, Saltaire, nr Bradford, Caretaker of the Institute Bradford Pet June 5 Ord June 5
 THOMAS DAVID, Greenwood rd, Hackney, Solicitor's Clerk High Court Pet June 6 Ord June 6
 WHEATSTONE, ALBERT, Hereford, Clothier Hereford Pet April 28 Ord June 6

BANKRUPTCY ANNULLED.

RICHNELL, THOMAS RICHARD, Elm park ter, South Kensington, Tobacconist High Court Adjud Nov 3, 1888 Annul June 6

SALES OF ENSUING WEEK.

June 17.—Messrs. BAKER & SONS, at the Grove Hotel, Balham, at 7, Freehold Building Land (see advertisement, June 1, p. 8).
 June 18.—Messrs. DEBENHAM, TAWSON, FARMER, & BRIDGOWATER, at the Mart, E.C., at 2, Freehold and Leasehold Properties (see advertisement, June 1, p. 4).
 June 18.—Messrs. DRIVER & CO., at the Mart, E.C., at 2, Freehold Estate (see advertisement, May 18, p. 8).
 June 19.—Messrs. EDWIN FOX & BOUSEFIELD, at the Mart, E.C., at 2, Freehold Property and Shares (see advertisement, June 1, p. 8).
 June 19.—Messrs. H. E. FOSTER & CRANFIELD, at the George Inn, Enfield Town, Freehold and Leasehold Properties (see advertisement, June 1, p. 10).
 June 20.—Messrs. DEBENHAM, TAWSON, FARMER, & BRIDGOWATER, at the Mart, at 2, Freehold and Leasehold Properties (see advertisement, June 1, p. 5).
 June 20.—Messrs. DEBENHAM, TAWSON, FARMER, & BRIDGOWATER, at the Mart, E.C., at 2, Absolute Reversion (see advertisement, this week, p. 3).
 June 21.—Messrs. BAKER & SONS, at the Mart, E.C., at 2, Freehold and Leasehold Investments (see advertisement, June 1, p. 8).
 June 21.—Messrs. FURBER, PRICE, & FURBER, at the Mart, E.C., at 2, Absolute Reversion (see advertisement, this week, p. 3).
 June 22.—Messrs. COBB, at the Auction Mart, Canterbury, at 3, Freehold Properties (see advertisement, June 1, p. 11).

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s.; Country, 28s.; with the WEEKLY REPORTER, 52s. Payment in advance include Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

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INTEMPERANCE.—Lady Patients suffering from Intemperance or from the excessive use of Drugs provided for with every comfort and security; separate and special arrangements also made for Men of all classes.—Apply to the SECRETARY, St Raphael's, Woodside, Croydon.

EDE AND SON,

ROBE MAKERS,

BY SPECIAL APPOINTMENT,

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

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